

ATTACHMENT 2

STATE OF NEW YORK  
PUBLIC SERVICE COMMISSION

\_\_\_\_\_  
In re: Application of )

AT&T COMMUNICATIONS OF )  
NEW YORK, INC. )

TCG NEW YORK, INC. )

ACC TELECOM CORP. )

Petition For Arbitration Of Interconnection )  
Terms and Conditions and Related )  
Arrangements with Verizon New York Inc. )  
Pursuant to Section 252(b) Of the )  
Telecommunications Act of 1996 )  
\_\_\_\_\_

Case: 01-C-0095

SECOND ARBITRATION BRIEF  
OF VERIZON NEW YORK, INC.

AT&T COMMUNICATIONS OF NEW YORK, INC.  
PROPOSED INTERCONNECTION AGREEMENT  
AS FILED JANUARY 19, 2001 WITH ATTACHED REVISIONS

## **AT&T's PROPOSED INTERCONNECTION AGREEMENT**

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8. AT&T REDLINE OF AT&T DARK FIBER LANGUAGE, April 9, 2001



80000 SERIES  
10% P.C.W.





ATTACHMENT 1

**AGREEMENT**

between

Verizon – New York

and

AT&T Communications of New York, Inc.

or

[TCG New York, Inc.]

or

[ACC Telecom Corp.]

**Notes:**

[CL] Change in Law

[CC] Change in Circumstance

[CB] Change Based on Business Practice

[MC] Ministerial Change

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## INTERCONNECTION AGREEMENT

This Agreement, which shall become effective upon the date approved in accordance with Section 2(a), is entered into by and between AT&T Communications of New York, Inc., a New York corporation, having an office at 32 Avenue of the Americas, New York, New York 10013 ("AT&T"), and ~~Verizon New York, Inc.~~ a New York corporation, having an office at 1095 Avenue of the Americas, New York, New York 10036 (~~VERIZON~~) ~~INC.~~

### RECITALS

WHEREAS, the Telecommunications Act of 1996 (as amended or modified from time to time, the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers; and

WHEREAS, the Federal Communications Commission (the "FCC") has issued rules to implement the Act (including In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996, FCC 96-325 (hereinafter, as amended, modified, stayed or reconsidered from time to time, the "Order"); and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which AT&T will interconnect with the VERIZON network in the VERIZON service territory within the State of New York (the "NY Region") and VERIZON will provide services to AT&T as required by the Act and Order and additional services as set forth herein; and

WHEREAS, the Parties have arrived at this Agreement through negotiations and arbitration proceedings undertaken pursuant to the Act.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement and other good and valuable consideration, AT&T and VERIZON hereby agree as follows:

### DEFINITIONS

For purposes of this Agreement, certain terms have been defined in Attachment 1 and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout the Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act.

## **GENERAL TERMS AND CONDITIONS**

1. **Scope of the Agreement.** This Agreement together with all applicable tariffs referenced herein (as in effect from time to time) set forth the terms, conditions and prices to which VERIZON and AT&T have agreed in respect of the following: (a) Local Services, (b) certain unbundled network elements, (hereinafter collectively referred to as "Network Elements") or combinations of such Network Elements ("Combinations"), (c) Collocation, (d) Number Portability, (e) Access to Rights of Way, Ducts, Conduits and Pole Attachments, (f) Directory Assistance and Operator Services and Directory Listings, (g) Reciprocal Compensation, (h) E911 and 911 services, (i) Meet-Point Billing, (j) Dialing Parity, (k) Transient Tandem Service, (l) Interconnection of AT&T's network to VERIZON's network and (m) Access to Telephone Numbers. This Agreement includes the General Terms and Conditions, Parts I through IV, and their Attachments and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, the rights and obligations of the Parties hereunder shall apply throughout the NY Region.

2. **Term of Agreement; Termination.**

- (a) The initial term of this Agreement shall be three (3) years (the "Term") and shall commence on the date on which this Agreement has been approved in its entirety by the Commission or the FCC as contemplated in Section 252 of the Act (the "Effective Date"). This Agreement shall expire on the third anniversary of the Effective Date except as otherwise provided in Section 2(d) below.
- (b) AT&T (i) shall, at VERIZON's request, or (ii) may, at its option, nine months prior to the expiration of the Term, make a request to VERIZON to renegotiate the terms of this Agreement pursuant to Section 251(c)(1) of the Act. The date of VERIZON's receipt of such request shall be hereinafter referred to as the "Renegotiation Request Date". The Parties agree that within sixty (60) days of such Renegotiation Request Date each Party will provide to the other a written description of its proposed changes to the Agreement. The Parties shall enter into negotiations on such proposed changes seventy-five (75) days after such Renegotiation Request Date.
- (c) In the event that, notwithstanding, the good faith efforts of both Parties, they are unable to agree on terms and conditions of a new agreement, effective as of the expiration of this Agreement, then either Party may, beginning 135 days after the Renegotiation Request Date, file a petition for arbitration by the Commission pursuant to Section 252(b) of the Act.
- (d) The terms and conditions of this Agreement shall only continue in full force and effect until the effective date of the Commission's decision pursuant to any petition filed under Section 2(c) above (the

"Arbitration Decision") if AT&T requests to renegotiate pursuant to Section 2(b) above; provided, however, that the prices, and, where feasible, any other terms and conditions of this Agreement shall be trued up to conform with the Arbitration Decision back to the date of expiration of the Term.

- (e) Nothing in this Section 2 shall be construed as a waiver by either Party of its right to appeal any decision of the Commission, including the Arbitration Decision.
- (f) Upon termination or expiration of this Agreement in accordance with this Section 2:
  - (i) each Party shall comply with its obligations set forth in paragraph (c) of Section 18 of the General Terms and Conditions of this Agreement;
  - (ii) each Party shall promptly pay all amounts (including any late payment charges or cancellation charges, if any) owed under this Agreement; and
  - (iii) each Party's obligations that by their terms continue in force and effect after termination or expiration of this Agreement (including, without limitation, indemnification obligations) shall survive termination or expiration of this Agreement.

3. **Transitional Support.** Upon the termination or expiration of this Agreement, AT&T may itself provide or retain another vendor to provide Local Services, Network Elements, Combinations or other access or services comparable to those furnished under the terms of this Agreement. VERIZON agrees to cooperate with AT&T and to use commercially reasonable efforts to effect an orderly and efficient transition to AT&T or AT&T's new vendor, subject to the payment by AT&T to VERIZON of the reasonable costs incurred in providing such cooperation.

4. **Good Faith Performance.** In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the provisions of the Act and the applicable effective provisions of the Order. Except to the extent a different standard is expressly set forth in this Agreement, in which case such other standard shall apply, where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such notice, approval or similar action shall not be unreasonably delayed or withheld.

5. **Option to Obtain Local Services, Network Elements or Combinations Under Other Agreements.**

- (a) If VERIZON enters into an agreement approved by the Commission or the FCC pursuant to Section 252 of the Act which provides for the provision in the State of New York of arrangements covered in this Agreement to another requesting Telecommunications Carrier (the "Other Agreement"), VERIZON shall make available to AT&T upon request such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, AT&T may avail itself of either (i) the Other Agreement in its entirety or (ii) all of the prices, terms and conditions contained in the Other Agreement that relate to any one or combination of the following:

- (i) Interconnection - Section 251(c)(2) of the Act; or
- (ii) Exchange Access - Section 251(c)(2) of the Act; or
- (iii) Unbundled Access - Section 251(c)(3) of the Act; or
- (iv) Resale - Section 251(c)(4) of the Act; or
- (v) Collocation - Section 251(c)(6) of the Act; or
- (vi) Number Portability - Section 251(b)(2) of the Act; or
- (vii) Access to Rights of Way - Section 251(b)(4) of the Act; or
- (viii) Directory Services - 251(b)(3) of the Act.

If AT&T enters into an agreement with a Telecommunications Carrier approved by the Commission or the FCC pursuant to Section 252 of the Act with respect to services in the State of New York (the "Other AT&T Agreement"), then AT&T shall make available upon request the same interconnection, services and Network Elements to VERIZON under the same terms and conditions as those provided in such Other AT&T Agreement to the full extent required by Section 252(i) of the Act.

- (b) Notwithstanding the terms and provisions of paragraph (a) of this Section 5, in the event that as a result of any decision, order or determination of any judicial or regulatory authority, it is determined that all or any portion of such paragraph (a) above is found invalid or

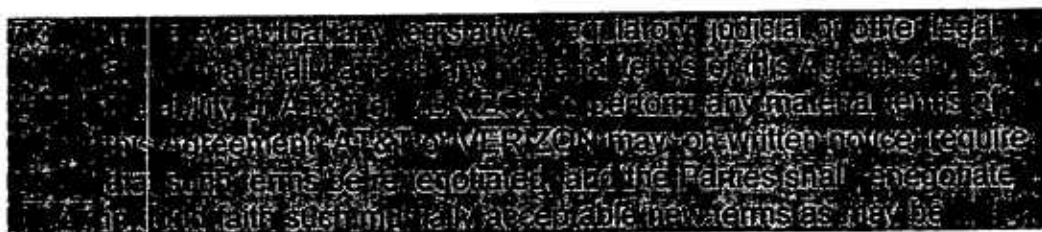
unenforceable, the Parties agree to abide by such decision, order or determination to the extent paragraph (a) of this Section 5 conflicts with such decision, order or determination.

6. **Responsibility of Each Party.** Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability set forth in Section 9 of the General Terms and Conditions of this Agreement and except as otherwise expressly provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by all applicable federal, state or local statutes, laws, rules, regulations, codes, orders, decisions, injunctions, judgments, awards and decrees (collectively, "Applicable Laws") in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder. Neither this Agreement, nor any actions taken by VERIZON or AT&T in compliance with this Agreement, shall be deemed to create an agency, joint venture, or other relationship between AT&T and VERIZON of any kind, other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by VERIZON or AT&T in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between VERIZON and AT&T's end users or others.

7. **Government Compliance**

7.1 The provisions of this Agreement are subject in their entirety to the applicable provisions of the Act and any other orders, restrictions and requirements of governmental and regulatory authorities with competent jurisdiction over the subject matter thereof and, in the event of any direct conflict between the provisions of this Agreement and the requirements of such governmental and regulatory authorities, the requirements of such authorities shall prevail.

7.2 VERIZON represents and AT&T acknowledges that VERIZON is entering into this Agreement specifically in order to satisfy the obligations of VERIZON as set forth in the Act and the Order.



required in the event that such new terms are not renegotiated within 30 days after such notice, or at any time during such 30-day period the Parties shall have ceased to negotiate such new terms for a period of fifteen (15) days, the dispute shall be resolved under the expedited procedures set forth in Section 7.4, except that if the legal action arises under the Public Service Law of the State of New York, either Party may elect to bring the matter for arbitration or other form of resolution before the Commission or to court. The ruling of the arbitrator or commission shall be binding and enforceable unless and until modified or overturned by an order of a court of competent jurisdiction with authority to enforce the decision. If the arbitrator or Commission finds that one Party fails to negotiate in good faith, that Party shall be responsible for the payment of any consequential damages and litigation costs that may be awarded by the arbitrator or the Commission to the other Party. (CBH ISSUE A-F-24)

7.4.2 During the pendency of any renegotiation or dispute resolution pursuant to Section 7.3 above, the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, unless the Commission, the Federal Communications Commission, or a court of competent jurisdiction determines that the provisions of this Agreement are required to be modified or suspended by the Act. In which case the Parties shall perform their obligations in accordance with such determination of the Commission or the FCC. (CBH ISSUE A-F-24)

7.5 The Parties shall not modify or constitute an event that materially alters the material terms of this Agreement and the Parties shall not have created the other Party's obligations under this Agreement with the meaning of this Section. (CBH ISSUE A-F-24)

## 8. Regulatory Matters.

- 8.1 Each Party shall reasonably cooperate with the other in obtaining and maintaining any required regulatory approvals for which the Party is responsible in connection with the performance of its obligations under this Agreement.
- 8.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement satisfies the requirements of an agreement under Section 251 of the Act. Each

Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification, subject to the rights of the Parties to appeal or challenge arbitrated provisions or arbitration decisions. The Parties also reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission, FCC or any court rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). If such new terms are not renegotiated within 30 days after such rejection, the dispute shall be referred to the Dispute Resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement.

9. Liability and Indemnity.

9.1 Indemnification

- (a) With respect to all matters under this Agreement other than Local Services (which shall be governed by applicable Tariffs), to the extent not prohibited by Applicable Law, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim, liability, damage, and expense (including reasonable attorney's fees) to third parties for:
  - (i) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors; and
  - (ii) claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; and
  - (iii) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.
- (b) The Indemnified Party will notify the Indemnifying Party

promptly in writing of any claims, lawsuits, or demands by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand. In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense. In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand. The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

## 9.2 Limitation of Liability

- (a) Except (i) as otherwise provided in Section 9.1 of the General Terms and Conditions of this Agreement, (ii) in connection with any failure to meet the carrier-to-carrier service quality standards included in this Agreement, and (iii) to the extent that sanctions are ordered pursuant to Section 16 of the General Terms and Conditions of this Agreement, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for any cost, expense, claim, liability, damage, expense or other Loss in the absence of gross negligence or willful misconduct.
- (b) Except (i) as otherwise expressly provided in Section 9.1 of the General Terms and Conditions of this Agreement, (ii) in connection with any failure to meet the carrier-to-carrier service quality standards included in this Agreement, and (iii) to the extent that sanctions are ordered pursuant to Section 16 of the General Terms and Conditions of this Agreement, no Party shall be liable to the other Party for any cost, expense, claim, liability, damage, expense or other Loss caused by the conduct of the other Party, the other Party's agents, servants, contractors or others acting in aid or concert with the other Party.
- (c) Except (i) to the extent that sanctions are ordered by the Commission pursuant to Section 16 of the General Terms and Conditions of this Agreement, and (ii) in connection with any



failure to meet the carrier-to-carrier service quality standards included in this Agreement, in no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including, but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages."

- (d) Except (i) as otherwise provided in Section 9.1 of the General Terms and Conditions and (ii) to the extent that appropriate remedies are agreed to by the Parties or ordered by the Commission in accordance with Section 11 of the General Terms and Conditions, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the amount that is or would have been charged to the other Party by such negligent or breaching Party for the specific service(s) or function(s) not performed or improperly performed, and only for the period of time such service or function was not performed or improperly performed.

## 10. Payment Terms, Disputed Amounts and Audits

### 10.1 Local Services

All payments, disputes in regard to payments and (except as provided in 10.4 below) audits for Local Services (if any) shall be on the terms and conditions set forth in the Resale Tariff. All bills for Local Services provided to one Party by the other are due within thirty-one (31) calendar days of the bill day (payment date) unless the billed Party is able to establish that the bill was not timely received (i.e., at least 20 days prior to the payment date), in which case the payment date shall be twenty (20) calendar days from the receipt of the bill. The Parties agree that Local Services wholesale bills will be rendered and received electronically. The above provisions shall be in addition to the terms and conditions of the Resale Tariff and shall be interpreted as not in conflict therewith.

## 10.2 Payment Terms - Other than Local Services

Except for alternately billed calls and meet-point billed calls, each Party shall bill on a current basis all charges incurred by and credits due to the other Party under this Agreement attributable to services established, discontinued or performed during the preceding billing period. In addition, either Party may bill in advance charges for all services to be provided during the earning billing period except for charges associated with measured service usage which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Party for services under this Agreement), the period of service each bill covers, and the payment date will be as follows:

- (a) Each Party will establish a bill day each month for the other Party's account. If payment is not received by the payment date, as set forth in (b) following, in immediately available funds, a late payment penalty will apply as set forth in (b) following.
- (b) All bills dated as set forth in (a) preceding for service provided to one Party by the other are due within thirty-one (31) calendar days (payment date) unless the billed Party is able to establish that the bill was not timely received (i.e., at least 20 days prior to the payment date), in which case the payment date shall be twenty (20) calendar days from the receipt of the bill. All bills are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the billed Party as follows:
  - (i) If such payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
  - (ii) If such payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.
  - (iii) Further, if any portion of the payment is received by the billing Party after the payment date, or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late penalty shall be due to the billing Party. The late payment penalty shall be the portion of the payment not received by the payment date or not immediately available times a late factor.

The late factor shall be the lesser of:

- (x) The highest interest rate (in decimal value) which may be allowed by law for commercial transactions, for the number of days from the payment date to and including the date that the billed Party, actually makes the payment to the billing Party, or
- (y) ~~0.01511%~~ per day, simple interest, for the number of days from the payment date to and including the date that the billed Party actually makes the payment to the billing Party.

### 10.3 Disputed Amounts - Other than Local Services

In the event that a billing dispute occurs concerning any charges billed to the billed Party by the billing Party the following provisions will apply.

- (a) The first day of the dispute shall be the date on which the billed Party furnishes in writing the billing Party with the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.
- (b) If the Parties are unable to resolve the issues related to the disputed amounts in the normal course of business within ninety (90) days after delivery to the billing Party of notice of the disputed amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- (c) If the Parties are unable to resolve issues related to the disputed amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to paragraph (b) above, then the matter shall be referred to arbitration pursuant to Section 16.1 (5) of the Dispute Resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement.
- (d) The Parties agree that all negotiations pursuant to this Section 10.3

with respect to disputed amounts shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

- (e) If a billing dispute is resolved in favor of the billing Party, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty as set forth in paragraph 10.2 (b)(iii) above. Further, the billed Party will not receive a disputed amount penalty credit and/or a late payment penalty credit.
- (f) If a billed Party disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date, and the billing dispute is resolved in favor of the billed Party, the billed Party will receive a credit for a disputed amount penalty from the billing Party for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be the following:  
The disputed amount penalty shall be calculated by multiplying that portion of the disputed amount paid and resolved in the billed Party's favor times the lesser of:
  - (i) The highest interest rate (in decimal value) which may be allowed by law for commercial transactions, for the number of days from the first date to and including the last date of the period involved, or
  - (ii) ~~10.05%~~ per day for the number of days from the first date to and including the last date of the period involved.
- (g) If the billed Party disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the billed Party, the billed Party will receive a credit for a disputed amount penalty from the billing Party for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. In addition, the late payment penalty applied to the disputed amount resolved in the billed Party's favor as set forth in paragraph 10.2(b)(iii) preceding will be credited.
- (h) If the billed Party disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the non-disputed and disputed amount), and the billing dispute is resolved in favor of the billed Party, the billed Party will not receive a credit for a disputed amount penalty from the billing Party. The late payment penalty applied to the disputed amount resolved in the billing Party's favor as set forth in paragraph

10.2(b)(iii) preceding will not be credited.

- (i) If a billed Party disputes a bill after three months from the payment date and pays the total billed amount on or before the dispute date or after the dispute date but prior to the date of resolution, and the billing dispute is resolved in favor of the billed Party, the billed Party will receive a credit for a disputed amount penalty from the billing Party for the period starting with the date of dispute (if the payment was received before or on the dispute date) or the date of payment (if the payment was received after the dispute date) and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The billed Party will not receive a credit for the late payment penalty applied to the disputed amount resolved in the billed Party's favor if the payment was received on or before the dispute date. If the payment was received after the dispute date but prior to the date of resolution, the billed Party will receive a credit for a late payment penalty applied to the disputed amount resolved in the billed Party's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of payment. The penalty factor shall be as set forth in paragraph 10.2(b)(iii) preceding.
- (j) If the billed Party disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the non-disputed amount and disputed amount) and the billing dispute is resolved in favor of the billed Party, the billed Party will not receive a credit for a disputed amount penalty from the billing Party. The billed Party will receive a credit for the late payment penalty applied to the disputed amount resolved in the billed Party's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of resolution. The penalty factor shall be as set forth in paragraph 10.2(b)(iii) preceding.
- (k) Adjustments for the quantities of services established or discontinued in any billing period will be prorated to the number of days or major fraction of days based on a thirty (30) day month. The billing Party will, upon request and if available, furnish to the billed Party such detailed information as may reasonably be required for verification of any bill.
- (l) When a rate as set forth in this Agreement is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

- (m) The Parties agree to establish a process by which closure of a specific billing period will occur by joint agreement. The purpose of a closure process is for the Parties to jointly agree to close a billing period to all further analysis and billing transactions. Closure documentation at a minimum should consist of a mutually developed agreement outlining the process, a sign-off document to formalize the closure of a specific period, and documented specific issues which would be exempt from closure. The intent of a closure process is for the Parties to agree that except for exempted issues, all billing and financial adjustments have been processed and rendered for a specific bill period. The Parties agree to a bill closure process which will be established within twelve (12) months of the Effective Date of this Agreement.

#### 10.4 Audits and Inspections

- (a) Subject to the terms and conditions of this Section 10.4, the restrictions set forth in Section 18 of the General Terms and Conditions and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, each Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records and other documents which relate solely to the Parties' billing to the other Party under this Agreement (other than in connection with Local Services, with respect to which no such audit right shall be available except to the extent VERIZON develops an audit of the bill certification process pursuant to an industry collaborative process, in which event such audit rights shall be governed by such developed process and not by this Agreement) once each year at the conclusion of each calendar year, in order to evaluate the accuracy of such other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed to by the Parties no later than thirty (30) days after notice thereof to such other Party.
- (b) Each Audited Party shall promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the procedures described in Section 16 of the General Terms and Conditions of this Agreement.
- (c) Each Audited Party shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and relevant books, records and other documents reasonably necessary

to assess the accuracy of its bills.

- (d) Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered uncorrected net variances or errors in invoices in favor of the Audited Party having an aggregate value (except for Local Services purchases) of not less than two percent (2%) of the total amount payable by the Auditing Party during the period covered by the audit.
- (e) All audits shall be conducted at the sole cost and expense of the Auditing Party.
- (f) Upon (i) the discovery by either Party of overcharges not previously reimbursed to the other Party or underpayments by a Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse or pay to the Party entitled thereto the amount of any overpayment or underpayment, together with interest thereon at a rate per month equal to the lesser of 1.5% or the maximum permitted legal rate of interest for the number of days from the date such Party received such overpayment or, in the case of an underpayment, should have received such payment through but excluding the date such reimbursement or payment is made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

#### **10.5 Alternate Billing to Third Numbers**

##### **10.5.1. Calls on VERIZON resold Lines using VERIZON's Operator Services.**

The following procedures shall apply for Alternately Billed Calls which are local calls or IntraLATA toll calls carried by VERIZON and originating or terminating over a VERIZON line (x) which has been resold by AT&T pursuant to the terms of Part I of this Agreement and (y) for which VERIZON is providing operator and directory assistance services:

##### **10.5.1.1. AT&T Originating Call charged to Customer Served by a VERIZON Line.**

In the case of a call which originates from an AT&T Customer being served by a resold line in the VERIZON territory within New York (hereinafter "AT&T Customer Resold Line") which is charged to a retail Customer served by a VERIZON line including a resold line in VERIZON territory

within New York (hereinafter "VERIZON New York Territory"), VERIZON shall record and process such call, and transmit to AT&T an unrated call record. AT&T shall rate such call for purposes of charging the retail Customer and send such rated record to VERIZON or a resale carrier designated by VERIZON in billable form for billing and collection purposes, at which point AT&T shall have no further responsibility for billing or collecting for such call for VERIZON retail Customers. VERIZON, for VERIZON retail Customers only, shall pay AT&T for such call the billed amount less the billing and collection fee specified in Part IV. AT&T shall pay VERIZON for the call at the wholesale discount rate set forth in Part IV as billed on the wholesale bill.

**10.5.1.2. VERIZON Originating Call charged to AT&T Customer.**

In the case of a call which originates from a VERIZON retail Customer within New York and is charged to an AT&T Customer Resold Line, VERIZON shall record and process such call and rate such call for purposes of charging AT&T's Customer. VERIZON shall send such rated record to AT&T in billable form for billing and collection purposes, at which point VERIZON shall have no further responsibility for billing or collecting for such call. AT&T shall pay VERIZON for such call the billed amount less the billing and collection fee specified in Part IV.

**10.5.1.3. AT&T Originating Call charged to Other Carrier.**

In the case of a call which originates from an AT&T Customer Resold Line which is charged to a customer of a third party telecommunications carrier outside of VERIZON New York Territory, VERIZON shall record and process such call and transmit to AT&T an unrated call record, at which point VERIZON shall have no further responsibility for rating, billing, or collecting for such call. AT&T shall pay VERIZON for such call at the wholesale discount rate set forth in Part IV as billed on the wholesale bill.

**10.5.2. Calls on VERIZON Resold Lines Using AT&T's Operator Services.**

The following procedures shall apply for Alternately Billed calls which are local calls or IntraLATA toll calls carried by VERIZON and originating or terminating over a VERIZON line (x) which has been resold by AT&T pursuant to the terms of Part I of this Agreement and (y) for which VERIZON is not providing operator and directory assistance services:

**10.5.2.1. AT&T Originating Call charged to VERIZON Customer.**



In the case of a call which originates from an AT&T Customer Resold Line and is charged to a VERIZON retail Customer within VERIZON New York Territory, AT&T shall record and process such call at its OSPS and rate such call for purposes of charging VERIZON's Customer and send such rated record to VERIZON in billable form for billing and collection purposes, at which point AT&T shall have no further responsibility for billing or collecting for such call. VERIZON shall pay AT&T for such call the billed amount less the billing and collection fee specified in Part IV. AT&T shall pay charges for Customized Routing in accordance with Part IV, (Pricing Schedule) **MC**. Appropriate Reciprocal Compensation charges for terminating to a VERIZON line will apply pursuant to Section 10.6 of this Agreement.

**10.5.2.2. VERIZON Originating Call charged to AT&T Customer.**

In the case of a call which originates from a VERIZON retail Customer within New York and is charged to an AT&T Customer Resold Line, VERIZON shall record and process such call and rate such call for purposes of charging AT&T's Customer. VERIZON shall send such rated record to AT&T in billable form for billing and collection purposes, at which point VERIZON shall have no further responsibility for billing or collecting for such call. AT&T shall pay VERIZON for such call the billed amount less the billing and collection fee specified in Part IV.

**10.5.2.3. AT&T Originating Call charged to Other Carrier.**

In the case of a call which originates from an AT&T Customer Resold Line which is charged to a customer of a third party telecommunications carrier providing services outside of VERIZON New York Territory, AT&T shall record and process such call. AT&T shall pay charges for Customized Routing in accordance with Part IV, (Pricing Schedule) **MC**. Appropriate Reciprocal Compensation charges for terminating to a VERIZON line will apply pursuant to Section 10.6 of this Agreement.

**10.5.3. Calls Billed to VERIZON Resold Lines and Carried through CMDS and CATS.**

The following procedures shall apply for Alternately Billed Calls which are local calls or IntraLATA toll calls billed through the Centralized Message Distribution System ("CMDS") and originating or terminating over a third company's line and charged to a VERIZON line which has been resold by

AT&T pursuant to the terms of Part I of this Agreement.

**10.5.3.1. Calls Carried through CMDS and CATS.**

In the case of a call which originates and terminates outside of VERIZON New York Territory and is charged to an AT&T Customer Resold Line, VERIZON shall provide to AT&T the information and charges with respect to such call received from the out-of-region telecommunications carrier via the daily usage feed. VERIZON shall have no further responsibility for rating, billing and collecting for such call. AT&T shall pay VERIZON for such call an amount equal to the amount charged to VERIZON through the CATS settlement process by such out-of-region telecommunications carrier with respect to such call as billed on the wholesale bill and a Call Usage Detail Service charge in accordance with Part IV, Section B, XV of this Agreement.

**10.5.4. Administrative Matters.**

All other matters relating to the rating, billing, payment and transmission of records with respect to Alternately Billed Calls which are not set forth above, including, without limitation, the timing of payments and billings, the frequency of transmission of records and the eligibility of messages for billing, shall be governed by the other applicable provisions of this Agreement. **MC**

**10.5.5. Other Alternate Billed Calls.**

A VERIZON territory intraregion Alternate Billed Call clearinghouse will be used for settling Alternately Billed Calls for facility-based and unbundled Network Element purposes and, to the extent it can be implemented, for calls originating or charged to an AT&T Customer Resold Line (including VERIZON lines resold by third party carriers within New York).

**10.6 Reciprocal Compensation**

- (a) Reciprocal Compensation only applies to the transport and termination of Reciprocal Compensation Traffic.
- (b) The Parties shall compensate each other for transport and termination of Reciprocal Compensation Traffic, based on actual usage, at the rates set forth in Part IV hereof.
- (c) The Reciprocal Compensation arrangements set forth in this

Agreement are not applicable to interLATA calls or to intraLATA calls originated on a third-party carrier's network on a 1+ presubscribed basis or a casual dialed (10XXX or 101XXXX) basis. All such calls shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

- (d) When either Party delivers seven (7) or ten (10) digit translated intraLATA 800/888 service to the other Party for termination, where the originating Party uses its own switch (*i.e.*, not utilizing unbundled switching from the terminating Party), the originating Party shall provide the terminating Party with customer billing records in industry standard format (EMR) if required by the terminating Party. Where the originating Party utilizes unbundled switching from the terminating Party, the Party with recording capability will provide such records. Where the originating Party uses its own switch (not utilizing unbundled switching) to originate the call, the originating Party may bill the terminating Party for the delivery of the traffic at Reciprocal Compensation rates. The terminating Party may not bill the originating Party for Reciprocal Compensation under this Agreement, except where the originating Party fails to provide the terminating Party with useable EMR records in a timely manner. The originating Party shall bear the entire cost of any systems development and production of such records; provided that the terminating Party that is providing the 800/888 service shall pay for each record provided by the originating Party at the reciprocal record exchange rate set forth in Part IV hereof. If the originating Party performs the 800 database query for the terminating Party, the originating Party may charge the terminating Party for such a query at the rate set forth in Part IV hereof.
- (e) Except for Reciprocal Compensation Traffic, each Party shall charge the other Party its effective applicable tariffed IntraLATA switched access rates for the transport and termination of all IntraLATA Toll Traffic.
- (f) The rates for termination of Reciprocal Compensation Traffic are set forth in Part IV.

11. **Service Standards.**

- (a) Attachment 3, "Unbundled Network Element Performance Standard Categories and Remedies", is made a part of this Agreement.

- (b) Neither Party waives any rights that it may have under this Agreement (including, but not limited to, Sections 7 and/or 22.8 of the General Terms and Conditions of the Agreement), or otherwise, with respect to the Commission's "Order Concerning Performance Standards and Associated Remedies", Case No. 96-C-0723, issued and effective February 3, 1998, as amended by the Commission's "Order Granting in Part and Denying in Part Petition for Rehearing", Case No. 96-C-0723, issued and effective June 10, 1998, and as further amended by the Commission's "Order Granting in Part and Denying in Part Requests for Rehearing", Case No. 96-C-0723, issued and effective January 28, 1999 (orders herein individually and collectively referred to as "Order"), including, but not limited to, any rights a Party may have if any legislative, regulatory, judicial or other legal action (including, but not limited to, a decision, order or determination of the Commission or a judicial or regulatory authority with jurisdiction over the subject matter), stays, modifies, reverses, or otherwise materially affects, the Order.

12. ~~OSS/Electronic Interfaces/Entire Section 12 - New Language~~

~~cc~~ VERIZON will fulfill the requirements relating to Operations Support Systems, including associated interfaces and processes, set forth in the Settlement Agreement between AT&T Corp., MCI/Worldcom, Inc., and Bell Atlantic Corporation, dated August 20, 1999, and in TIS Principles of Change Management, dated January 28, 1998, as amended, modified, clarified, or supplemented from time to time.

13. Interconnection and Related Terms The Parties agree to ~~interconnection and related terms~~ as set forth in Attachment 2 to this Agreement.

14. Force Majeure.

(a) Neither Party shall be liable for any delay or failure in performance of any part of this Agreement (other than an obligation to make money payments) from any cause beyond its reasonable control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, strikes, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation carriers (each, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give prompt notice to the other Party and shall take all reasonable steps to mitigate the effects of such Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and, upon cessation of such Force Majeure Event, shall resume as promptly as reasonably practicable, without liability thereafter.

(b) Notwithstanding paragraph (a) of this Section 14, no delay or other failure to perform shall be excused pursuant to this Section 14 by the acts or omissions of a Party's subcontractors, materialmen, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or other failure to perform.

15. **Certain State and Local Taxes.** Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income (other than income taxes included in rates through the computation of carrying charge factors). Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be qualified for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

16. Dispute Resolution.

16.1 General

1. Purpose This Section is intended to provide for the expeditious resolution of all disputes between VERIZON and AT&T arising under this Agreement, and to do so in a manner that permits uninterrupted high quality services to be furnished to each Party's Customers.

2. Exclusive Remedy

- (a) Dispute resolution under the procedures provided in this Section 16 shall be the exclusive remedy for all disputes between VERIZON and AT&T arising out of this Agreement or its breach. VERIZON and AT&T agree not to resort to any court, agency, or private group with respect to such disputes except in accordance with this Section 16.
- (b) If, for any reason, certain claims or disputes are deemed to be non-arbitrable, the non-arbitrability of those claims or disputes shall in no way affect the arbitrability of any other claims or disputes.
- (c) Nothing in this Section 16 shall limit the right of either VERIZON or AT&T to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 16. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.
- (d) If, for any reason, the Commission or any other federal or state regulatory agency exercises jurisdiction over and decides any dispute related to this Agreement and, as a result, a claim is adjudicated in both an agency proceeding and an arbitration proceeding under this Section 16, the following provisions shall apply:
  - i) To the extent allowed by law, the agency ruling shall be binding upon the Parties.
  - ii) The arbitration ruling rendered pursuant to this Section 16 shall be binding upon the Parties for purposes of establishing their respective contractual rights and obligations under this Agreement, and for all other purposes not expressly

precluded by such agency ruling.

3. Public Service Commission

- (a) In the event of a dispute between VERIZON and AT&T arising under this Agreement, if both Parties agree, the dispute may be submitted for resolution to the Commission. The Commission may determine that it will not exercise its jurisdiction.
- (b) If a Party does not agree to submit a dispute to the Commission, it must inform the other Party within five days of the other Party's request to submit the dispute to the Commission.
- (c) In the event both Parties do not agree to present the dispute to the Commission, or in the event the Parties agree to submit the dispute to the Commission, but the Commission determines not to exercise its jurisdiction at that time, then the provisions described herein shall apply.

4. Informal Resolution of Disputes

- (a) Prior to initiating an arbitration pursuant to the ~~LAWS~~ ~~MC~~ ~~dispute~~ rules for commercial disputes, as described below, the Parties to this Agreement shall submit any dispute between VERIZON and AT&T for resolution to an Inter-Company Review Board consisting of one representative each from AT&T and VERIZON at the vice-president-or-above level (or at such lower level as the Parties agree to designate).
  - i) Each Party must designate its initial representative to the Inter-Company Review Board within fifteen days of the Effective Date of this Agreement.
  - ii) A representative shall be entitled to appoint a delegate to act in his or her place as a Party's representative on the Inter-Company Review Board for any specific dispute brought before the Board.
- (b) From time to time the Parties may also agree to other informal resolution processes for specific circumstances.

- (c) The Parties may enter into a settlement of any dispute at any time. The settlement agreement shall be in writing, and shall identify how the Arbitrator's fee for the particular proceeding, if any, will be apportioned.
- (d) By mutual agreement, the Parties may agree to submit a dispute to mediation prior to initiating arbitration.
- (e) At no time, for any purposes, may a Party introduce into evidence or inform the Arbitrator of any statement or other action of a Party said or done during any meeting, mediation or negotiation sessions between the Parties pursuant to subsection 4(a) of this Section 16.1 without each Party's consent.

5. Initiation of an Arbitration

- (a) If the Inter-Company Review Board is unable to resolve a non-service affecting dispute within thirty days (or such longer period as agreed to in writing by the Parties) of such submission, the Parties shall initiate an arbitration in accordance with the AAA rules for commercial disputes. Any dispute over a matter which directly affects the ability of a Party to continue providing high quality services to its Customers, i.e., a service-affecting dispute, will be governed by the procedures described in Section 16.2 hereof. In the event the Parties, in good faith, do not agree that a service-affecting dispute exists, the dispute will be assumed to be a service-affecting dispute.
- (b) In the event the Parties initiate an arbitration, the Parties must notify the Secretary to the Commission of the arbitration proceeding within 48 hours of the determination to arbitrate.

6. Governing Rules for Arbitration The rules set forth below and the rules of ~~NY State JUDICIAL N.Y.C.~~ shall govern all arbitration proceedings initiated pursuant to this Section 16; however, such arbitration proceedings shall not be conducted under the auspices of the ~~NY State JUDICIAL N.Y.C.~~ unless the Parties mutually agree. This restriction does not affect the rights of any Party to request an Arbitrator from the ~~NY State JUDICIAL N.Y.C.~~, pursuant to subsection 7(f) below. Where any of the rules set forth herein conflict with the rules of the ~~NY State JUDICIAL N.Y.C.~~, the rules set forth in this Section 16 shall prevail.



7. Appointment and Removal of Arbitrator

- (a) A sole Arbitrator (the "Arbitrator") will preside over each dispute submitted for arbitration under this Agreement.
- (b) The Parties shall appoint an Arbitrator who will serve for the term of this Agreement, unless removed pursuant to subsection 7(d) of this Section 16.1. The appointment will be made by mutual agreement in writing within thirty days of the Effective Date (or such longer period as the Parties may mutually agree to in writing).
- (c) In the event that multiple arbitration proceedings are in progress simultaneously under this Agreement, the Arbitrator may request, in writing, the appointment of one or more additional Arbitrators. The Parties shall appoint such additional Arbitrators within thirty days after receipt of such request (or within such longer period as the Arbitrator's request specifies). The Arbitrator may assign arbitration proceedings to the additional Arbitrators in his or her sole discretion and provided that each such proceeding shall be presided over by a single Arbitrator. Additional Arbitrators shall have all the powers and responsibilities of the Arbitrator in proceedings over which they preside, but shall serve only for the duration of the specific disputes for which they were retained.
- (d) The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator. Notwithstanding the foregoing, any Arbitrator may be removed unilaterally at any time by either Party as permitted in the rules of the ~~Arbitration~~ Arbitration. Furthermore, upon thirty days' prior written notice to the Arbitrator and to the other Party, a Party may remove an Arbitrator with respect to future disputes which have not been submitted to arbitration in accordance with the requirements of subsection 5, as of the date of such notice.
- (e) In the event that an Arbitrator resigns, is removed pursuant to subsection 7(d) of this Section, or becomes unable to discharge his or her duties, the Parties shall, by mutual written agreement, appoint a replacement Arbitrator within thirty days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the

replacement Arbitrator as soon as the replacement Arbitrator is appointed.

- (f) In the event that the Parties do not appoint an Arbitrator within the time limit set forth in subsection 7(b) of this Section 16.1, an additional Arbitrator within the time limit set forth in subsection 7(c) of this Section 16.1, or a replacement Arbitrator within the time limit set forth in subsection 7(e) of this Section 16.1, either Party may apply to ~~LAWSON HENRI~~ for appointment of an Arbitrator. Prior to filing an application with the ~~WAMS/Endsource LLC~~, the Party filing such application shall provide fifteen days prior written notice to the other Party to this Agreement.

8. Duties and Powers of the Arbitrator

- (a) The Arbitrator shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrator shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, specific performance of any obligation created under the Agreement, issuance of an injunction, or imposition of sanctions for abuse or frustration of the arbitration process except as limited by Section 9 of this Agreement.
- (b) The Arbitrator shall not have the authority to limit, expand, or otherwise modify the terms of this Agreement.

9. Discovery VERIZON and AT&T shall attempt, in good faith, to agree on a plan for document and information discovery. Should they fail to agree, either VERIZON or AT&T may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between VERIZON and AT&T, and such resolution with respect to the scope, manner, and timing of discovery shall be final and binding.

10. Privileges The Arbitrator shall, in all cases, apply the attorney-client privilege and the work product immunity.

11. Location of Hearing Unless both Parties agree otherwise, any hearings shall take place in New York City, New York.

12. Decision

- (a) The Arbitrator's decision and award shall be in writing.
- (b) Within thirty days of the decision and award, the Arbitrator's decision must be submitted to the Commission for review. Each Party must also submit its position on the award and statement as to whether the Party agrees to be bound by it or seeks to challenge it.
- (c) The Commission will determine whether to review the dispute within fifteen days of the date of receipt of the decision submitted for review. If the Commission does not exercise its jurisdiction within fifteen days of receipt, the Arbitrator's decision and award shall be final and binding on the Parties, except as provided below. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision.
- (d) A decision of the Arbitrator shall not be final in the event the dispute concerns the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party, and the decision and award is appealed by a Party to a federal or state court with jurisdiction over the dispute.
- (e) Each Party agrees that any permitted appeal must be commenced within thirty days after the Arbitrator's decision in the arbitration proceeding becomes final and binding.
- (f) In the event an agency or court agrees to hear the matter on appeal, a Party must comply with the results of the arbitration process during the appeal process.

13. Fees

- (a) The Arbitrator's fees and expenses that are directly related to a particular proceeding dispute shall be paid by the losing Party. In cases where the Arbitrator determines that neither Party has, in some material respect, completely prevailed or lost in a proceeding, the Arbitrator shall, in his or her discretion, apportion fees and expenses to reflect the relative success of each Party. Those fees and expenses not directly related to a particular proceeding dispute shall be shared equally. In accordance with subsection 4(c) of this Section 16.1, in the event that the Parties settle a dispute before the Arbitrator reaches a decision with respect to that dispute, the Settlement Agreement must specify how the Arbitrator's fees for the particular proceeding will be apportioned.
- (b) In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought.

14. Confidentiality

- (a) VERIZON, AT&T, and the Arbitrator will treat the arbitration proceedings, including the hearings and conferences, discovery, or other related events, as confidential, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless otherwise required by an order or lawful process of a court or governmental body.
- (b) In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.
- (c) To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or confidential information of either Party, it shall be safeguarded in accordance with an appropriate agreement for the protection of proprietary, trade secret or confidential information that the Parties agree to negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in

anticipation of an arbitration proceeding. In addition, the Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information in the event the Parties cannot agree upon an agreement to govern the handling of such information.

15. Service of Process

- (a) Service may be made by submitting one copy of all pleadings and attachments and any other documents requiring service to each Party and one copy to the Arbitrator. Service shall be deemed made (i) upon receipt if delivered by hand; (ii) after three business days if sent by first class certified U.S. mail; (iii) the next business day if sent by overnight courier service; (iv) upon confirmed receipt if transmitted by facsimile. If service is by facsimile, a copy shall be sent the same day by hand delivery, first class U.S. mail, or overnight courier service.
- (b) Service by AT&T to VERIZON and by VERIZON to AT&T at the address designated for delivery of notices in this Agreement shall be deemed to be service to VERIZON or AT&T, respectively.
- (c) The Parties shall notify each other within three days of the Effective Date of the initial address for service of documents pursuant to this Section.

16.2 Expedited Procedure for Resolution of Service-Affecting Disputes

- 1. Purpose This Section 16.2 describes the procedures for an expedited resolution of disputes between VERIZON and AT&T arising under this Agreement which directly affect the ability of a Party to provide uninterrupted, high quality services to its Customers, and which cannot be resolved using the procedures for informal resolution of disputes contained in Section 16.1. Except as specifically provided in this Section 16.2, the provisions of Section 16.1 shall apply.

2. Initiation of an Arbitration

- (a) If the Inter-Company Review Board is unable to resolve a service-affecting dispute within two business days (or such longer period as agreed to in writing by the Parties) of submission to it of the dispute, and the Parties have not otherwise entered into a settlement of their dispute, a Party may initiate an arbitration in accordance with the requirements of this Section 16.2. However, in the sole discretion of the Party which submitted the dispute to the Inter-Company Review Board, the dispute may be arbitrated in accordance with the general procedures described in Section 16.1 rather than the expedited procedures of this Section 16.2. A dispute will be deemed submitted to the Inter-Company Review Board on the date a Party requests Inter-Company Review Board action in writing, transmitted by facsimile and confirmed. Such request must be transmitted to each Party's representative designated pursuant to Section 16.1, subsection 4(a)(i).
- (b) A proceeding for arbitration will be commenced by a Party ("Complaining Party") filing a complaint ("Complaint") with the Arbitrator and simultaneously serving a copy on the other Party (the "Respondent Party"), and the Secretary to the Commission.
- (c) Each Complaint will concern only the claims relating to an act or failure to act (or series of related acts or failures to act) of a Respondent Party which affect the Complaining Party's ability to offer a specific service (or group of related services) to its Customers.

A Complaint may be in letter or memorandum form and must specifically describe the action or inaction of a Respondent Party in dispute and identify with particularity how the Complaining Party's service to its Customers is affected.

3. Response to Complaint A response to the Complaint must be filed within five business days after service of the Complaint.

4. Reply to Response A reply is permitted to be filed by the Complaining Party within three business days of service of the response. The reply must be limited to those matters raised in the response.

5. Discovery The Parties shall cooperate on discovery matters as provided in subsection 9 of Section 16.1, but following expedited procedures as

prescribed by the Arbitrator.

6. Hearing

- (a) The Arbitrator will schedule a hearing on the Complaint to take place within twenty business days after service of the Complaint. However, if mutually agreed to by the Parties, a hearing may be waived and the decision of the Arbitrator will be based upon the papers filed by the Parties.
- (b) The hearing will be limited to four days, with each Party allocated no more than two days, including cross examination by the other Party, to present its evidence and arguments. At the Arbitrator's discretion and for extraordinary reasons, including the need for extensive cross-examination, the Arbitrator may allocate more time for the hearing.

In order to focus the issues for purposes of the hearing, to present initial views concerning the issues, and to facilitate the presentation of evidence, the Arbitrator has the discretion to conduct a telephone prehearing conference at a mutually convenient time, but in no event later than three days prior to any scheduled hearing.

Each Party may introduce evidence and call witnesses it has previously identified in its witness and exhibit lists. The witness and exhibit lists must be furnished to the other Party at least three days prior to commencement of the hearing. The witness list will disclose a summary of the substance of each witness' expected testimony. The exhibit list will identify by name (author and recipient), date, title, and other identifying characteristics the exhibits to be used at the arbitration. Testimony from witnesses not listed on the witness list or exhibits not listed on the exhibit list may not be presented in the hearing, absent extraordinary reasons not known prior to commencement of the hearing.

- (c) The Parties shall make reasonable efforts to stipulate to undisputed facts prior to the date of the hearing.
- (d) Witnesses will testify under oath. A complete transcript of the proceeding, together with all pleadings and exhibits, shall be maintained by the Arbitrator.

7. Decision

- (a) The Arbitrator will issue and serve his or her decision and award on the Parties within five business days of the close of the hearing or receipt of the hearing transcript, whichever is later.
- (b) The Parties shall take the actions necessary to implement the decision and award of the Arbitrator immediately upon receipt of the Arbitrator's decision.
- (c) The Parties shall submit the decision and award of the Arbitrator, along with each Party's position on the award and statement as to whether the Party agrees to be bound by it or seek to challenge it, to the Commission within three days of receipt of the Arbitrator's award and decision. The Commission will determine whether to review the dispute within seven days of receipt. If the Commission does not exercise its jurisdiction in seven days, the Arbitrator's decision and award shall be final and binding on the Parties, except as provided in Section 16.1, subsection 12(c) and (d).

17. Notices Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if (a) delivered personally, (b) delivered by prepaid overnight express service or (c) delivered by confirmed telecopier transmission with a copy delivered thereafter in the manner set forth in (a) or (b) above, to the following (unless otherwise specifically required by this Agreement to be delivered by other means or to another representative or point of contact and except for notices required in the ordinary course of business):

If to AT&T:

AT&T Communications of New York, Inc.

[REDACTED]

[REDACTED]

Attention: [REDACTED] - AT&T President - AT&T and Local Interconnection

[REDACTED]

Telecopier: [REDACTED]

with a copy of each notice relating to an action, suit, proceeding or claim to be sent simultaneously to:



AT&T Corp.  
32 Avenue of the Americas  
New York, NY 10013  
Attention: Regional V.P. - Law and Government Affairs  
Telecopier: (212) 387-5613

If to VERIZON:  
VERIZON  
1095 Avenue of the Americas  
**Room 1426**  
New York, NY 10036  
Attention: **Director - Interconnection Services**  
Telecopier: (212) **702-4381 MC**

with a copy of each notice relating to an action, suit,  
proceeding or claim to be sent simultaneously to:

VERIZON  
1095 Avenue of the Americas  
**37th MC** Floor  
New York, NY 10036  
Attention: General Counsel  
Telecopier: (212) 597-2560



Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

18. **Confidentiality**

- (a) Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents or Affiliates (its "Representatives" and, together with a Party, a "Receiving Party") pursuant to this Agreement (such information, other than customer proprietary network information, as defined in Section 222(f)(1) of the Act, being hereinafter collectively referred to as "Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, or is independently developed by the Receiving Party, the Parties hereby agree that in addition to the confidentiality requirements set forth in the Act and the Order, all Proprietary Information (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed on a confidential basis to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 18(b) below.
- (b) If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement, to the extent permitted by law, as soon as possible and, where possible, prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement, and the Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain. Absent any restraining order or

other relief prohibiting any such disclosure by the Receiving Party, then the Receiving Party shall be entitled to disclose such Proprietary Information and shall incur no liability hereunder as a result thereof.

- (c) In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.
- (d) The Receiving Party may make copies of Proprietary Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.
- (e) Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Proprietary Information.

19. ~~Number Portability~~ ~~Entire Section 19 - New Language - FCC~~

19.1 Scope

The Parties shall provide Number Portability ("NP") in accordance with the requirements of the Act and applicable rules and regulations as from time to time prescribed by the FCC and/or the Commission to the extent such Commission has jurisdiction over the subject matter.

19.2 Procedures for Providing LNP (Long-term Number Portability)

The Parties will follow the LNP provisioning process and procedures recommended by the North American Numbering Council (NANC) and adopted by the FCC, as well as those established by the East Coast Local Number Portability Operations Team. In addition, the Parties agree to follow the NP ordering procedures established at the Ordering and Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

19.2.1 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 appropriate authorization in accordance with Applicable Law from an end user customer 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. It is Party B's responsibility to maintain a file of all such authorizations and Party A may request, upon reasonable notice, verification of the applicable authorization.

19.2.2 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.

19.2.3 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 end user customer.

19.2.4 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 unconditional 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 unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

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

19.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 19.2.7, 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.

19.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-

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

19.2.8 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.

#### 19.2.9 Weekend/Off-Business Hour Number Portability **ISSUE**

**ATTACHMENT**

At AT&T's request for Weekend/Off-Business Hour Number Portability in response to a specific Customer request or due to other business requirements, VERIZON agrees to: process orders, port numbers to AT&T during off-business hours on weekdays, Saturdays, and Sundays<sup>1</sup>, and provide off-business hours technical and operational support to resolve problems that may occur during the number porting process.

19.2.9.1 Requirements for Weekend/Off Business Hour Number Portability LNP-only and Co-ordinated Cutovers are described in Attachments 4 and 5, respectively, of this Agreement.

19.2.10 In the event that the LNP (number only) conversion (i.e., without the use of VERIZON loop facilities) is not successful, restoral of service on VERIZON's network shall be in accordance with the (Live cut-over) process set forth in Section 11.9.10.

### 19.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, activate a portion of the NXX for a single customer with the remaining numbers in that NXX reserved for future use by that Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX 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

<sup>1</sup> Number Porting may not be available certain hours on Sundays due to NPAC maintenance down time.

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.

#### **19.4 Transition from Interim Number Portability (INP) to LNP**

To the extent there are existing AT&T INP Customers that have not been transitioned to LNP as of the Effective Date, VERIZON will continue to provide INP services to those Customers. The Parties shall cooperate with one another to transition lines from INP to LNP.

#### **19.5 Pricing**

Charges and rate application rules for LNP are set forth in Part IV.

### **20. Directory Listings and Directory Distributions**

- (a) VERIZON will include those AT&T Customers of Local Services resold by AT&T from VERIZON pursuant to Part I hereof in its "White Pages" and "Yellow Pages" directory listings in accordance with the terms of the Resale Tariff, and will distribute such directories to such customers, in an identical and transparent manner in which it provides those functions for its own customers' telephone numbers.
- (b) With respect to all other AT&T Customers, VERIZON will include such AT&T Customers' telephone numbers in all of its "White Pages" and "Yellow Pages" directory listings (including electronic directories) and directory assistance databases associated with the areas in which AT&T provides services to such Customers, and will distribute such directories to such Customers, in an identical and transparent manner in which it provides those functions for its own Customers' telephone numbers. In this Section 20, references to AT&T Customer telephone numbers means telephone numbers falling within NXX codes directly assigned to AT&T and to numbers which are retained by AT&T on the customer's behalf pursuant to Interim Number Portability arrangements described in Section 19 of the General Terms and Conditions of this Agreement.
- (c) VERIZON will include all AT&T NXX codes on appropriate existing calling charts in the VERIZON Customer Guide section of the directory in the same manner as it provides this information for its own NXX Codes. VERIZON shall assist AT&T in dealing with NIRC

to facilitate NIRC's publication of AT&T Calling Charts or other AT&T information in the front portion of NIRC directories distributed in the NY Region.

- (d) AT&T will provide VERIZON with its directory listings and daily updates to those listings (including new, changes, and deleted listings) on a non-exclusive basis in a mutually agreed upon format at no charge.
- (e) VERIZON will accord AT&T's directory listing information the same level of confidentiality which VERIZON accords its own directory listing information.
- (f) VERIZON shall provide AT&T at no charge with directory distribution for AT&T Customers. The Parties hereby acknowledge and agree that VERIZON is not required, as per applicable tariffs, to provide more than one free white pages directory listing for each CENTREX system purchased for resale, regardless of the number of CENTREX lines purchased as part of such system.
- (g) VERIZON will provide AT&T with a report of all AT&T customer listings 90 days prior to directory publication in such form and format as may be mutually agreed to by both parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.
- (h) VERIZON will work cooperatively with AT&T so that Yellow Page advertisements purchased by Customers who switch their service to AT&T (including Customers utilizing Interim Number Portability) are maintained without interruption. VERIZON will allow AT&T customers to purchase new Yellow Pages advertisements without discrimination, under the identical rates, terms and conditions that apply to VERIZON's customers.
- (i) VERIZON will include, on one-eighth of a page, in the "Information Pages" or comparable section of its White Pages Directories for areas served by AT&T in the NY Region, listings provided by AT&T for AT&T's installation, repair and customer service and other customer service-oriented information, including appropriate identifying logo. Such listings shall appear in the manner that such information appears for subscribers of VERIZON and other LECs. VERIZON shall not charge AT&T for inclusion of this information.

(j) **Electronic Format Directory Assistance**

Upon at least thirty days notice from AT&T, VERIZON shall provide to AT&T in electronic format VERIZON's master directory assistance listings for VERIZON end user customers in the NY Region, exclusive of non-published numbers to the extent that VERIZON is prohibited from selling or offering to sell such numbers under the Public Service Law. VERIZON shall also provide AT&T with updates (containing adds, deletes and changes only) to these listings, at the same frequency that VERIZON updates its own directory assistance database. The parties shall mutually agree to content, format and timing specifications for these directory assistance listings. Such directory assistance listings shall only be used by AT&T for the purpose of providing local directory assistance to AT&T local exchange service customers. AT&T shall pay VERIZON a rate based on the cost of providing directory assistance listings and updates in an electronic format, including a reasonable profit.

21. **Subscriber List Information**

- (a) At AT&T's request, in accordance with Section 222(e) and (f) of the Act, for the purpose of publishing a directory in any format, VERIZON shall provide to AT&T published Subscriber List Information on a timely basis via readily accessible tape or electronic formats on the same terms and conditions and at the same rates that VERIZON provides its own Subscriber List Information to third party directory publishers. Changes to the Subscriber List Information shall be available on a timely basis through the same tape or electronic transfer means used to transmit the initial Subscriber List Information at the same rates and on the same terms and conditions that VERIZON provides its own Subscriber List Information to third party directory publishers. Subscriber List Information provided by VERIZON shall indicate whether the customer is a residence or business customer.
- (b) VERIZON shall provide Subscriber List Information that includes AT&T Customers to third parties, as required by the Act, on the same terms and conditions and at the same rates that VERIZON provides its own Subscriber List Information to third parties. AT&T shall receive its pro-rata share (calculated based on the proportionate share of AT&T Customers to the total number of customers included in the Subscriber List Information) of net proceeds realized by VERIZON from third parties for such Subscriber List Information; provided, however, that VERIZON shall not be required to include AT&T Customers in Subscriber List Information sales to third parties (other than AT&T) if VERIZON



promptly notifies AT&T of all requests by third party directory publishers and others for AT&T Subscriber List Information thus permitting AT&T to deal directly with said third parties.



#### 21.A.1 Intercept and Referral Announcements

When a Customer changes its service provider from VERIZON to AT&T, or from AT&T 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 details on the Customer's new number or provide other appropriate information to the extent known. When a Customer changes its local service provider from AT&T to VERIZON or from AT&T to a CLEC, where AT&T was providing service to the Customer through unbundled Local Switching, and the Customer does not retain its original telephone number, AT&T shall order the Referral Announcement from VERIZON on behalf of the Customer. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer to the extent the providing Party does not charge its own Customers for such service, for the time period required under Applicable Law, but in no event less than six (6) months after the date the Customer changes its telephone number in the case of business Customers and not less than thirty (30) days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for different periods than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party. The periods for referral announcement may be shorter if a number shortage condition is in effect for a particular NXX code and any such shorter periods are not precluded by Applicable Law.

#### 21.A.2 Coordinated Repair Calls and Misdirected Inquiries

AT&T and VERIZON will employ the following procedures for handling misdirected repair calls:

21.A.2.1 AT&T and VERIZON will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

21.A.2.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous

manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.

21.A.2.3 AT&T and VERIZON will provide their respective repair contact numbers to one another on a reciprocal basis.

21.A.2.4 In addition to section 21.A.2.2 addressing misdirected repair calls, the Party receiving other types of misdirected inquiries from the other Party's Customer shall not in any way disparage the other Party.

21.A.2.5 VERIZON will recognize AT&T as the customer of record of all Services ordered by AT&T under this Agreement. AT&T shall be the single point of contact for AT&T Customers with regard to all services, facilities or products provided by VERIZON to AT&T and other services and products which they wish to purchase from AT&T or which they have purchased from AT&T. Communications by AT&T Customers with regard to all services, facilities or products provided by VERIZON to AT&T and other services and products which they wish to purchase from AT&T or which they have purchased from AT&T, shall be made to AT&T, and not to Bell Atlantic. AT&T shall instruct AT&T Customers that such communications shall be directed to AT&T.

Requests by AT&T Customers for information about or provision of products or services which they wish to purchase from AT&T, requests by AT&T Customers to change, terminate, or obtain information about, assistance in using, or repair or maintenance of, products or services which they have purchased from AT&T, and inquiries by AT&T Customers concerning AT&T's bills, charges for AT&T's products or services, and, if the AT&T Customers receive dial tone line service from AT&T, annoyance calls, shall be made by the AT&T Customers to AT&T, and not to Bell Atlantic and AT&T's Customers will send all notices, invoices and pertinent information directly to AT&T. Except as otherwise specifically provided in this Agreement, AT&T shall be the single and sole point of contact for all AT&T Customers.

### 21.A.3 Customer Authorization

21.A.3.1 Without in any way limiting either Party's obligations under Section 6, each Party shall comply with Applicable Laws with regard to Customer selection of a primary Telephone Exchange Service provider. Until the Commission and/or FCC adopts regulations and/or orders applicable to Customer selection of a primary Telephone Exchange Service provider, each Party shall adhere to the rules and procedures set forth in Section 64.1100 through 1190 of the FCC Rules, 47 CFR § 64.1100 through 1190, in effect on the Effective Date hereof when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers.

21.A.3.2 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) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon reasonable request, or (b) fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, 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, including to the appropriate primary Telephone Exchange Service provider.

21.A.3.3 Without in any way limiting either Party's obligations under Section 6, both Parties shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. AT&T shall not access (including, but not limited to, through VERIZON OSS as defined in Section 12), use, or disclose Customer Proprietary Network Information made available to AT&T by VERIZON pursuant to this Agreement unless AT&T has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Laws. By accessing, using or disclosing Customer Proprietary Network Information, AT&T represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. AT&T shall, upon reasonable request by VERIZON, provide proof of such authorization (including a copy of any written authorization). In the event AT&T makes available an AT&T operations support system for access and use by VERIZON, VERIZON agrees that the same conditions that apply to AT&T in this Subsection 21.A.3.3 for accessing, using or disclosing Customer Proprietary Network Information made available to AT&T shall apply to VERIZON when accessing, using or disclosing CPNI made available to VERIZON.

21.A.3.4 VERIZON shall have the right to monitor and/or audit AT&T's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by VERIZON to AT&T pursuant to this Agreement to ascertain whether AT&T is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. VERIZON may exercise this right to audit once annually upon reasonable written notice to AT&T. VERIZON may also employ such assistance as it deems desirable to conduct such audits (such as an outside auditor) so long as the party providing assistance agrees to be bound by a confidentiality agreement containing terms substantially similar to the terms in Section 18 of this Agreement. To the extent permitted by Applicable Law, the foregoing rights shall include, but not be limited to, the right to electronically monitor AT&T's access to and use of Customer Proprietary Network Information that is made available by VERIZON to AT&T pursuant to this Agreement. The results of any audit and/or monitoring of AT&T's access to and/or use of CPNI pursuant to this Section 21.A.3.4 shall be subject to the confidentiality provisions (Section 18) of this Agreement and shall not be used by VERIZON for any marketing purposes, except as permitted by

## Applicable Law.

21.A.3.5 At such time that AT&T provides access to AT&T Customer Proprietary Network Information, AT&T shall have the right to monitor and/or audit VERIZON's access to and use and/or disclosure of AT&T's Customer Proprietary Network Information, on the same terms as provided in Section 21.A.3.4 above.

## 21.A.4 Cooperation With Law Enforcement

21.A.4.1 Each Party may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by each Party hereunder, 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 operations; and the installation of wiretaps, trap-or-trace devices and pen registers. Neither Party shall have the obligation to inform the other Party nor the other Party's Customers of such law enforcement requests, except to the extent required by Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, either Party may take measures to prevent other LECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. Neither Party will be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by that Party to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise.

21.A.4.2 Each Party shall bill the appropriate law enforcement agency for these services under its customary practices. Where the law enforcement agency will not reimburse the Party for its compliance with a court order or other request for information, each Party shall be responsible for its own costs associated with compliance or assisting the other Party to comply.

21.A.4.3 Each Party shall provide the other Party with a Single Point of Contact ("SPOC") with whom to interface on a twenty-four (24) hour, seven (7) day a week basis on law enforcement issues. A Party may designate a SPOC at one or more centers that such Party utilizes for purposes of law enforcement inquiries.

21.A.4.4 Where one Party requests the assistance of the other Party in responding to a request from law enforcement authorities, the Parties shall cooperate in responding to such request to the extent permitted by Applicable Law.

#### 21.A.5 Resolution of Annoyance/Harassing Calls

21.A.5.1 Each Party will work cooperatively and jointly with the other Party in resolving annoyance/harassing calls to a Party's Customer where the services or information of one or both Parties is needed to resolve the annoyance/harassing calls.

#### 21.A.6 Customer Credit History

21.A.6.1 Nothing in this Agreement shall preclude disclosure between the Parties of information on end user customer credit histories consistent with Applicable Law.

### 22. Miscellaneous.

22.1 **Delegation or Assignment** Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed; provided, however, each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted shall be void ab initio. All obligations and duties of any Party shall be binding on all successors in interest and assigns of such Party.

22.2 **Nonexclusive 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 remedies that may be available at law or in equity.

22.3 **No Third Party Beneficiaries** Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

22.4 **Referenced Documents** Unless otherwise specifically provided herein, whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, VERIZON Practice, any publication of telecommunications industry administrative or technical standards, or any other document

specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T Practice, VERIZON Practice, or publication of industry standards.

- 22.5 **Governing Law** The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of New York other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect.
- 22.6 **Publicity and Advertising** Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party. Neither VERIZON nor AT&T may offer services to its end users or others under any of the brand names of the other Party or any of its parents, subsidiaries or affiliates, regardless of whether or not such brand names are registered trademarks or servicemarks, without the other Party's prior written authorization. Neither Party shall state or imply that there is any partnership or other joint business arrangement with the other Party, its parent, subsidiaries, or affiliates, for the provision of services to the other Party's end users or others. VERIZON and AT&T may jointly develop a press release publicizing their relationship under this Agreement, subject to both (1) any prior non-disclosure agreement, and (2) mutually agreed upon language and media. Notwithstanding this section, AT&T is entitled to identify VERIZON as the underlying carrier of the services provided hereunder.
- 22.7 **Amendments or Waivers** Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by both Parties. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement neither Party waives any right granted to it pursuant to the Act and/or the Order, except to the extent the Act or

the Order permits such rights to be modified or waived and such modification or waiver is expressly set forth herein.

22.8 **Severability** If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. However, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the invalid or unenforceable provision. If the Parties are unable to agree on such modification within 30 days after the Agreement provision(s) is held to be illegal, invalid or enforceable, such failure to agree shall be submitted to arbitration in accordance with Section 16.1, subsection 5 or 16.2, subsection 2, as the case may be, of the General Terms and Conditions of this Agreement and resolved in accordance with the Dispute Resolution process.

22.9 **Entire Agreement** This Agreement, which shall include the Attachments, Appendices, Exhibits and other documents referenced herein including all applicable tariffs referenced herein (as in effect from time to time), constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgements, invoices or other communications.

22.10 **Survival of Obligations** Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a Party under the provisions regarding indemnification, Proprietary Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive expiration or termination hereof.

22.11 **Executed in Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

22.12 **Headings of No Force or Effect** The headings of Articles and

Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

22.13 **Joint Work Product** This Agreement is the joint work product of the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

22.14 **Nonexclusive Dealings** This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 5 of the General Terms and Conditions and Exhibit A (Bona Fide Request Process) of Part II hereof, does it obligate either Party to provide or purchase any services not specifically provided herein.

22.15 **No license** [Entire Section 22.15 - New Language] [CE] [SS:1] [ATT:8]

22.15.1 Except for a license to use any facilities or equipment (including software) or to receive any service solely as provided in this Agreement, nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party.

Except for a license to use any facilities or equipment (including software) or to receive any service solely as provided in this Agreement, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or any other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party.

22.15.2 Subject to the provisions of 22.15.3 below, as of the Effective Date and continuously throughout the term of this Agreement:

22.15.2.1 VERIZON warrants that AT&T may use in the same manner as VERIZON any facilities or equipment (including software) used by VERIZON in the performance of this Agreement that contains intellectual property owned or controlled by third parties without being subject to any claims that AT&T's use of such facilities or equipment (including software) infringes, misappropriates or otherwise violates the intellectual property rights



of any third party.

22.15.2.2 warrants that it has not and will not intentionally modify any existing license agreements for any facilities or equipment (including software) in whole or in part to disqualify AT&T from using or interconnecting with such facilities or equipment (including software) pursuant to the terms of this Agreement.

22.15.2.3 To the extent that providers of facilities or equipment (including software) used by VERIZON in the performance of this Agreement provide VERIZON with indemnities covering liabilities for infringement, misappropriation or other violation of intellectual property rights, VERIZON warrants that those indemnity protections flow through fully to AT&T.

22.15.2.4 VERIZON shall indemnify and hold AT&T harmless from and against any loss, cost, expense or liability arising out of a claim that AT&T's use, pursuant to the terms of this Agreement, of any facilities or equipment (including software) used by VERIZON in the performance of this Agreement infringes, misappropriates or otherwise violates the intellectual property rights of any third party. **ISSUE ATT-9**

22.15.2.5 VERIZON will promptly inform AT&T of any pending or threatened intellectual property claims relating to VERIZON's network, including without limitation any facilities or equipment (including software) used by VERIZON in the performance of this Agreement, of which VERIZON is aware, and will provide to AT&T periodic and timely updates of such notification as appropriate, so that AT&T receives maximum notice of any intellectual property risks that it may want to address.

22.15.3 If and to the extent VERIZON asserts that is unable to make any of the warranties required pursuant to Section 22.15.2 notwithstanding the fact that VERIZON has exercised best efforts to enter into the necessary arrangements with third parties to enable VERIZON to make such warranties:

22.15.3.1 VERIZON shall promptly notify AT&T in writing of (i) the specific facility or equipment (including software) with respect to which it is making such assertion, (ii) the extent to which it asserts it is unable to make any of the warranties required pursuant to Section 22.15.2, and (iii) the basis on which VERIZON claims that it has exercised best efforts to enter into such arrangements.

22.15.3.2 In the event that AT&T does not agree in writing that VERIZON has exercised such best efforts, VERIZON may seek a determination pursuant to the Alternative Dispute Resolution procedures of Section 16 (Expedited Procedures) as to whether it has exercised such best efforts.

22.15.3.3 In the event VERIZON obtains an order pursuant to Section 22.15.3.2 making a determination that it has exercised best efforts to enter into the necessary arrangements with third parties to enable VERIZON to make all warranties required pursuant to Section 22.15.2, (i) VERIZON's warranties, and any associated indemnities, shall be limited as of the date of such order only to the minimum extent necessary, as determined pursuant to such order, to reflect VERIZON's inability to make such warranties and indemnities notwithstanding its exercise of best efforts. Until such time as VERIZON has obtained such an order pursuant to Section 22.15.3.2, VERIZON shall be fully responsible for all warranties and indemnities required pursuant to Section 22.15.2.

22.15.3.4 In the event VERIZON obtains an order pursuant to Section 22.15.3.2 making a determination that it has exercised best efforts to enter into the necessary arrangements with third parties to enable VERIZON to make all warranties required pursuant to Section 22.15.2, VERIZON shall use best efforts to assist AT&T in obtaining rights and protections comparable to those it would enjoy if VERIZON were able to make all warranties required pursuant to Section 22.15.2

22.15.3.5 In the event VERIZON obtains an order pursuant to Section 22.15.3.2 making a determination that it has exercised best efforts to enter into the necessary arrangements with third parties to enable VERIZON to make all warranties required pursuant to Section 22.15.2, the rate that VERIZON may charge AT&T for any affected facility or equipment (including software) shall be reduced to reflect the diminution in value to AT&T of such facility or equipment (including software) absent the ability to use the affected intellectual property. Such diminution in value shall not be less than the value of any fees or other compensation AT&T is required to pay in order to obtain rights and protections comparable to those AT&T would enjoy if VERIZON were able to make all warranties required pursuant to Section 22.15.2

22.15.4 If and to the extent that VERIZON is unable to make

all warranties required pursuant to Section 22.15.2 without incurring additional costs, including the payment of additional fees, in renegotiating with its vendors or licensors, VERIZON may seek recovery of such costs as are reasonable. Such additional costs shall be shared among all requesting carriers, including VERIZON, on the basis of proportionate use of the affected intellectual property.

22.15.5 For all intellectual property owned, controlled or licensed by third parties associated with the Network Elements provided by VERIZON under this Agreement, either on the Effective Date or at any time during the term of this Agreement, VERIZON shall promptly disclose to AT&T in writing (i) the name of the party owning, controlling or licensing such intellectual property, (ii) the facilities or equipment (including software) associated with such intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing VERIZON's use of the intellectual property. Within five (5) business days of a request by AT&T, VERIZON shall provide copies of any relevant agreements or licenses governing VERIZON's use of the intellectual property to AT&T. To the extent VERIZON is prohibited by confidentiality or other provisions of an agreement or license from disclosing to AT&T any relevant agreement or license, VERIZON shall immediately (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by and disclosure to VERIZON.

22.15.6 VERIZON shall not enter into any new agreements, including any renewals or extensions of existing agreements, to purchase, lease or otherwise use facilities or equipment (including software) from a third party that will be used by VERIZON in the performance of this Agreement unless such third party (and its licensors, if any) has agreed in writing to (i) grant such rights as are sufficient to permit VERIZON to make all of the warranties required pursuant to Section 22.15.2, and (ii) permit AT&T access to such agreement under the same terms and conditions that apply to VERIZON.

22.15.7 Except as provided in Section 22.15.3.4, in no event shall AT&T be responsible for obtaining any license or right to use agreement associated with any Network Element purchased from VERIZON.

22.16 **Dialing Parity** In addition to the parity requirements set forth in Section E of Part I, the Parties shall provide dialing parity to each other as required under Section 251(b)(3) of the Act, except as may be limited by Section 271(e)(2)(B) of the Act.

**22.17 ~~Transfer of Telephone Operations~~ ~~Entire Section 22.17 - New language~~ ~~CC~~ ~~ISSUE ATT-16~~**

22.17.1 If VERIZON directly or indirectly (including without limitation through a transfer of control or by operation of law) sells, exchanges, swaps, assigns, or transfers ownership or control of all or any portion of VERIZON's telephone operations (any such transaction, a "Transfer") to any purchaser, operator or other transferee (a "Transferee"), VERIZON shall provide AT&T with at least one hundred eighty (180) days prior written notice of such Transfer. VERIZON shall require in any Transfer that the Transferee thereof shall agree in writing (in form and substance reasonably satisfactory to AT&T), for the benefit of AT&T:

- (i) to be bound by all of VERIZON's obligations in this Agreement with respect to the portion of VERIZON's telephone operations so transferred (the "Transferred Operations"), including but not limited to, any operating agreements, OSS, performance standards, or ancillary or third party arrangements relating to the provision of services under this Agreement;
- (ii) to ensure that the Transfer shall have no impact on the operations or functionality of any of the Services provided under this Agreement to AT&T or its end users;
- (iii) if the Transferee has an existing interconnection agreement with AT&T or any other entity at the time of the transfer (an "Existing Agreement"), to make available to AT&T the option of having all or any portion of the terms and conditions of any Existing Agreement govern the Transferee's obligations to AT&T with respect to the Transferred Operations in lieu of the corresponding terms and conditions of this Agreement;
- (iv) to waive any claim of rural exemption with respect to the Transferred Operations pursuant to Section 251(f) of the Act or other applicable law; and
- (v) to engage in good faith negotiations with AT&T prior to the expiration of any interconnection agreement governing the Transferred Operations.

22.17.2 VERIZON shall guarantee the Transferee's performance under this Section 22.17.

IN WITNESS WHEREOF, the authorized officers of the parties have duly executed this Agreement as of the date first set forth above.

VERIZON – NEW YORK

AT&T COMMUNICATIONS OF  
NEW YORK, INC.

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

Name:

Title:

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

Name:

Title:

## **PART I: TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE**

### **A. Resale - General**

1. **Terms of Local Services - General** At the request of AT&T, VERIZON will make available to AT&T, for resale at wholesale rates (except as provided below), the Telecommunications Services (As Defined in the Act) that it provides at retail to its non-carrier subscribers (collectively, "Local Services"), subject to and in accordance with the terms and conditions, including discount rates, of New York Telephone P.S.C. Resale Tariff No. 915 (as amended or otherwise in effect from time to time, the "Resale Tariff"). Such Local Services shall include those retail services offered to non-carrier subscribers in the NY Region for calls originating (or in case of 800 calls, terminating) in the NY Region and (a) Byram/Greenwich area and (b) the New Jersey corridor served by VERIZON. Negotiated terms set forth in this Agreement which are additional to and not in conflict with the Resale Tariff and which deal with the provision of Local Services shall also govern the provision of such Local Services to AT&T under this Agreement, and such terms may not be changed without the mutual consent of the Parties.

2. **Service Standard Measurements**

- (a) Subject to subparagraphs (b)-(d) below, VERIZON shall provide AT&T with a monthly report comparing the level of service performance on resold Local Services which VERIZON is providing (i) to AT&T; (ii) to itself in the provision of its retail services; and (iii) to all Local Services resellers in the NY Region in the aggregate. Such report shall utilize the same provisioning and maintenance service quality criteria as VERIZON reports to the Commission pursuant to applicable regulations, as such regulations may be changed from time to time. At the present time, VERIZON provides service quality reports to the Commission which address the following service quality criteria:

- (x) Provisioning: Total number of orders; residence orders; business orders; percentage of orders completed in 5 days or less;

percentage of missed appointments; and  
percentage of installation troubles within 30  
days of installation.

- (y) Maintenance: Total lines in service; customer trouble report rate per 100 lines; percentage of subsequent troubles; percentage of missed appointments; percentage of out-of-service greater than 24 hours; and percentage of repeat troubles within 30 days of initial trouble reported.
  - (b) During the period commencing on the Effective Date and ending on the date which occurs three months thereafter or upon an earlier date as mutually agreed to by the Parties (the "Planning Period"), AT&T and VERIZON will agree to a list of carrier to carrier measurements (e.g., pre-service order, service order, and repair/maintenance) in which measures will be collected and eventually benchmarked for agreement ("Measurements").
  - (c) During the period commencing on the expiration of the Planning Period and ending on the date which occurs six months thereafter (the "Measurement Period"), VERIZON will collect data regarding VERIZON wholesale performance of these Measurements and discussions will begin regarding the appropriate performance benchmarks and possible incentives/liabilities.
  - (d) By the end of the Measurement Period, AT&T and VERIZON will commence negotiations in good faith with a view to entering into a mutually acceptable agreement for wholesale performance measures with appropriate benchmarks and possible incentives/liabilities.
3. **Discount Rates for Special Contracts** The discount rates for services which are provided on a customer specific basis (i.e., special contracts) shall not be the discount rates set forth in Part IV of this Agreement but shall be an individually-determined discount rate based upon VERIZON's avoided costs in respect of the nature and configuration of the services to be provided under such special contract. At the request of AT&T, VERIZON shall explain in a reasonably timely manner the avoided costs calculation for such special contracts.



- B. **PAL Lines** The Parties agree that AT&T may only purchase VERIZON Public Access Line ("PAL") services in the form in which such services are offered under VERIZON's applicable retail tariffs. AT&T as a Telecommunications Carrier may purchase PAL service for resale to Independent Public Payphone Providers ("IPPPs"), including affiliates of AT&T, provided that such affiliates purchase PAL service on the same terms and conditions as are offered by AT&T to non-affiliate IPPPs.

C. **Branding**

1. **General** Neither VERIZON nor AT&T may offer services to its end users or others under any of the brand names of the other Party or any of its parents, subsidiaries or affiliates, regardless of whether or not such brand names are registered trademarks or servicemarks, without the other Party's written authorization. Notwithstanding the foregoing, VERIZON shall not be required to remove or remove reference to the brand name or logo "VERIZON" or "NYT" or similar names or connotations of brand identifying VERIZON or its parents, subsidiaries or affiliates from any items or services which it provides, except as provided in subparagraph C(2) below and except that (x) VERIZON shall not provide to AT&T's end-user Customer a copy of its branded time and material rates authorization form, (y) when VERIZON provides a "left in dial tone" recording (applicable to inactive telephone lines which have access solely to 800, local business office or 911 service) it shall provide a statement that the end-user should contact its local service provider (without reference to VERIZON) to activate service and (z) VERIZON may include on the "no access" cards left by VERIZON personnel at Customer premises responding to activation or maintenance service requests the following statement:

"VERIZON was here.

VERIZON was here on behalf of your service provider  
to address your activation or maintenance request.  
Please re-contact your service provider to arrange for  
a future appointment."

or such other substantially similar statement as will not bear the logo or brand name of VERIZON other than to simply identify the personnel leaving such card. The brand name of VERIZON shall appear on any "no-access" card with no greater prominence than the remainder of the printed statement. Any reprinting of the "no-access" cards subsequent to

the Effective Date of this Agreement shall exclude the first sentence of the above-captioned statement.

2. **UnBranding-OSDAS** Commencing on the Effective Date and continuing until such time as VERIZON completes the capability for customized routing to AT&T or re-Branding (with the AT&T identification) of OSDAS for AT&T'S Local Services Customers, VERIZON shall un-Brand calls and automated announcements for calls placed by AT&T Local Services Customers to VERIZON OSDAS services by removing any VERIZON or other brand identification. Except as provided in subparagraph D(4) below, VERIZON shall not be required to un-Brand the OSDAS it offers to its own Customers. AT&T shall pay its proportionate share of VERIZON's development costs, if any, for un-Branding as approved by the Commission.
3. **Branding-Directories** Nothing in this Agreement shall require VERIZON to remove its name from the cover of its telephone directories or to permit the name of competitors to be placed on the cover as well.

D. **Rerouting and Branding of OSDAS**

1. VERIZON agrees to provide to AT&T re-Branding and the capability to route to an AT&T OSDAS platform through customized routing of OSDAS calls originating from AT&T Customers in the manner described in subparagraphs D(2) and (3) below and in accordance with AT&T's reasonable and technically feasible OSDAS routing requirements. AT&T shall compensate VERIZON for any such re-Branding or customized routing as stated in Part IV or as otherwise determined by the Commission. At such time as these re-Branding and re-routing capabilities become available, AT&T may only request such capabilities for operator services jointly with directory assistance services and on a line by line basis; provided, however, VERIZON and AT&T agree to mutually work to determine an acceptable solution for ordering customized routing and re-Branding for Local Services that will not require AT&T to identify the appropriate line class code on each service order. Until such time as a mutually acceptable solution is implemented, AT&T will be required to provide mutually agreed line class codes on each service order. Additionally, VERIZON shall give reasonable consideration to AT&T's request for VERIZON directory assistance service separate from operator services when operator services are provided by AT&T using customized routing.
2. The Parties acknowledge and agree that VERIZON shall provide customized routing and re-Branding to AT&T through a class of service

(COS) approach, whereby the required routing logic is built into every end office switch. In the event that VERIZON is unable to provide customized routing in a given switch (e.g., 1A ESS), VERIZON will accept orders from AT&T with the mutually agreed line class codes for customized routing and will provide re-Branding on that line. If VERIZON develops a solution as stated in section D(1) above, AT&T will not need to provide line class codes, in accordance with that solution. At such time as VERIZON converts an end office to support customized routing and, if at the time that AT&T requested customized routing, VERIZON was unable to provide that service, VERIZON and AT&T will mutually agree on a schedule for VERIZON to perform a conversion of AT&T's Local Services Customer base in that end office from re-Branding to customized routing without AT&T having to issue service orders. VERIZON may, at its option, change the technology which it employs to provide customized routing and re-Branding, provided such technology (i) shall have the same functional capabilities as COS, (ii) shall not require any different or additional operational procedures or interface specifications than COS, except as agreed to by AT&T, and (iii) shall not result in performance degradation. At its option, AT&T may select technology other than COS for customized routing or re-Branding to the extent that VERIZON is using such technology in a specific switch to provide such services to another Telecommunications Carrier from that switch upon and subject to the same terms and conditions as VERIZON provides such technology to such other Telecommunications Carrier.

3. Except as provided in subparagraph D(2) above where VERIZON is unable to provide customized routing and instead provides re-Branding, VERIZON shall make available to AT&T the COS approach for (i) re-routing when purchased in conjunction with the Local Switching unbundled Network Element; and (ii) re-Branding of OSDAS unbundled Network Elements when purchased in conjunction with the Local Switching Network Element on the Effective Date, and shall make available customized routing and re-Branding of Local Services on or before June 1, 1997. VERIZON anticipates that all of its end offices will be digital by the fourth quarter of 1998.
4. Subject to subparagraph D(6) below, if the capability for customized routing or re-Branding for Local Services is not available as required by subparagraph (D)(3) above, VERIZON shall immediately implement full unBranding of its OSDAS services for VERIZON end-user Customers served by such switch.
5. The Parties mutually agree to establish the processes, schedules, entrance and exit criteria for interoperability testing, joint testing and

testing plans associated with the COS solution.

6. For AT&T to obtain rerouting of OSDAS traffic, AT&T shall identify the particular switches in which such capability is required. Such identification shall be made not less than 60 days before the date on which AT&T requires such capability be implemented and in service in a given switch. Upon such request, the parties shall negotiate a reasonable deployment schedule.
7. Upon reasonable request, VERIZON shall provide AT&T a current listing of VERIZON switches.
8. Until such time as the Commission approves rates for re-routing and re-Branding, the rates in Part IV shall apply, which rates shall be "trued-up" to those approved by the Commission in accordance with the applicable effective decisions, rules, orders and regulations of the Commission.
9. The Parties shall work cooperatively to develop procedures for handling AT&T Customer requests for AT&T rate quotes when VERIZON operator services are utilized.

**E. Dialing Parity**

VERIZON shall provide AT&T with dialing parity such that resale Customers of AT&T (x) will not be required to dial any greater number of digits than similarly situated VERIZON Customers, (y) will experience the post-dial delay, call completion rate and transmission quality at parity with that experienced by similarly-situated VERIZON Customers and (z) may retain their local telephone numbers on the same terms and subject to the same conditions that similarly-situated VERIZON Customers are entitled to retain their telephone numbers.

**F. Busy Line Verification and Busy Line Verification Interrupt**

Until such time as AT&T assumes responsibility for Operator Services, VERIZON shall permit AT&T to purchase for resale at wholesale discount rates, VERIZON's Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services. Once AT&T is providing Operator Services on a resold line, (1) in the case of interstate BLV or BLVI Traffic, AT&T may purchase BLV and BLVI from VERIZON under the FCC 1 Tariff in the same manner as it does today when acting in its capacity as an Interexchange Carrier and (2) in the case of intrastate BLV or BLVI Traffic, AT&T may purchase BLV and BLVI from VERIZON under the same terms and conditions as stated in New York Telephone P.S.C. Tariff No. 918.

G. **Emergency Bulletin Service**

VERIZON, no later than thirty (30) days after receipt of a request from AT&T, shall provide to AT&T at the rates set forth in Part IV, the emergency public agency (e.g., police, fire, ambulance) telephone numbers linked to each NPA-NXX in the NY Region. Such data, as well as updates thereto, will be provided by VERIZON, in a timely manner, on diskette. The Parties may agree to the provision of information in such other manner as is mutually acceptable.

H. **Access to Certain AT&T Customer Information**

To facilitate the ordering of new Local Services or changes to such Local Services by AT&T for its resale Customers, AT&T shall have electronic access to VERIZON Customer information regarding such AT&T resale Customers to enable AT&T to perform the following tasks:

- (a) Obtain information on all features and services available, including new services, trial offers and promotions;
- (b) Enter the AT&T Customer order for all available features and services;
- (c) Obtain a telephone number assignment (if the AT&T Customer does not have one assigned);
- (d) Establish the appropriate directory listing;
- (e) Schedule dispatch and installation, if applicable;
- (f) Provide service availability dates to the AT&T Customer;
- (g) Order local intraLATA toll service and enter the AT&T Customer's choice of primary interexchange carrier on a single, unified order; and
- (h) Issue an order to suspend, block, terminate or restore service to an AT&T Customer.

AT&T may also obtain a Customer profile, including Customer name, billing and service address, billing telephone number(s), provision of LifeLine, Telephone Relay and other similar services, and identification of VERIZON features and

services subscribed to by the Customer pursuant to the Electronic Customer Service Record Retrieval Service ("ECSRRS") in accordance with the Resale Tariff. The rates for this optional service are as set forth in Part IV of this Agreement.

I. **Service/Operation Readiness Testing**

In addition to any testing described elsewhere in this Agreement, in order to establish system readiness capabilities at the time AT&T places its initial order for Local Services under this Agreement, VERIZON shall test the systems used to perform the following functions at a mutually agreeable date at least forty-five (45) days prior to commencement of VERIZON's provision of Local Services to AT&T:

1. Interfaces and processes between AT&T and VERIZON work centers for:
  - (a) Pre-Service Order
    - i) Telephone Number Assignment
    - ii) Product and Service Availability
    - iii) Due Date Availability (Installation)
    - iv) Address Validation
  - (b) Service Order
  - (c) Maintenance/Repair
  - (d) Billing for Local Service
  - (e) Customer Usage Data Service (CUDS)
  - (f) Electronic Customer Service Record Retrieval Service (ECSRRS)
  - (g) Notification of Network Failures
2. Procedures for communications and coordination between the AT&T SPOC (as defined in Section O of this Part I) and VERIZON SPOC.

The functionalities identified above shall be tested in order to determine whether VERIZON's performance meets the applicable Operations Systems Support ("OSS") parity requirements. To the extent reasonably required and necessary, VERIZON shall make its technical staff available to meet with AT&T in order to facilitate such testing. VERIZON and AT&T shall mutually agree on the schedule for such testing. At AT&T's request, VERIZON shall provide to AT&T any results of the testing performed pursuant to this Section I. AT&T may review such results and shall promptly notify VERIZON of any failures to meet the requirements of this Agreement and VERIZON agrees to work cooperatively with AT&T to remedy any such failures. During the Term, upon reasonable prior notice by AT&T, VERIZON shall participate in additional cooperative testing with AT&T to the extent it is deemed by the Parties to be reasonably necessary to provide applicable OSS parity, with each Party to bear its own costs and expenses.

J. **Access to Line Information Database**

VERIZON shall use its service order process to update and maintain, on the same schedule as it uses for its end users, the AT&T Customer service information in the Line Information Database ("LIDB"), provided that AT&T accurately and timely provides VERIZON with the information to be included therein.

K. **Telephone Line Number Calling Cards**

Upon rendering of a final bill by VERIZON for VERIZON Local Services to an end-user Customer who has subscribed to AT&T resold Local Services, VERIZON shall remove any VERIZON-assigned telephone calling card number from the LIDB for such Customer's VERIZON calling card issued in connection with that Customer's local exchange service. Nothing contained in this Agreement shall preclude the marketing of VERIZON calling cards to these end-user Customers, subject to the restrictions set forth in Section 18(d) of the General Terms and Conditions of this Agreement.

**L. Demand Management Forecasts**

AT&T will furnish VERIZON with non-binding good faith demand management forecasts which are intended to permit VERIZON to help plan its network infrastructure and work force level for anticipated AT&T demand for services and projects (e.g., ISDN and second line marketing programs). AT&T agrees to provide this information to VERIZON at the beginning of each term year of this Agreement and may regularly update this information as it deems necessary. This information shall cover AT&T's expected needs for service volumes, time frames for service deployment and geographic areas where AT&T may be ordering services from VERIZON. VERIZON agrees that this information shall be subject to the confidentiality provisions of the Resale Tariff, this Section L, and, to the extent applicable, the provisions of the Act. VERIZON agrees that this information is highly confidential to AT&T and, unless otherwise expressly agreed by AT&T in writing, will be used by VERIZON only to evaluate demand impacts on its plant infrastructure or to otherwise provide Local Service to AT&T under this Agreement. VERIZON will not share this information with VERIZON's marketing, sales, service or other personnel who do not have a defined and limited need to know as set forth herein, and will not use this information for any competitive purpose.

**M. Advance Notification of Tariff Structure Changes**

AT&T and VERIZON expressly acknowledge and agree that VERIZON shall have no obligation to provide to AT&T any advance notification of changes to VERIZON retail tariffs except to the extent required by any Applicable Law in effect from time to time; *provided, however*, that VERIZON shall provide AT&T at least 90 days' notice of changes affecting interoperability (within the meaning of Section 251(c)(5) of the Act).

**N. Resale Restrictions-Volume Restrictions.**

In purchasing for resale VERIZON's large volume discount plans offered only to business customers, in exchange for a time and usage revenue commitment, as per applicable tariffs, the Parties acknowledge and agree that AT&T shall comply with any tariff provision precluding a purchaser of such business plan from aggregating usage from residential lines with usage from business lines to satisfy the tariff revenue requirement; *provided, however*, AT&T may aggregate the usage of all of AT&T's business customers to qualify for such business volume discount plans to the extent provided by applicable tariffs.



### O. Single Point of Contact

Each Party shall provide the other Party with a single point of contact ("SPOC") regarding the implementation of this Part I. Each Party shall accept all inquiries from the other Party and provide timely responses.

## P. MLT Testing

Except in exceptional circumstances, as stated below, when an AT&T customer on a resold line reports a service problem to AT&T, AT&T shall perform Mechanized Loop Testing (MLT) on that line prior to reporting the service problem to VERIZON. The parties will work cooperatively to develop a list of exceptional circumstances in which AT&T need not perform an MLT test, which shall include, but not be limited to circumstances in which the service problem is due to a visually or otherwise readily identifiable service problem (e.g., a downed drop wire) or the applicable VERIZON systems needed to perform an MLT test are not operational. In addition, VERIZON, in its discretion, may perform MLT testing to diagnose a trouble. Within thirty days of the Effective Date, AT&T and VERIZON agree to review and test VERIZON's MLT process and capability to determine that AT&T is able to successfully perform MLT on resold lines.

## Other Vertical Features and Associated Services GB

The vertical features and associated services that Verizon makes available under its retail agreements are not services that are available to AT&T to purchase or lease without any obligation to also purchase or lease local exchange telephone services. Thus, for example, AT&T may purchase these vertical feature services for resale to AT&T's customers, while also purchasing services from Verizon for the use of individual customers. Verizon's own facilities-based services are available to AT&T's customers.

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Verizon may not provide emergency services, including but not limited to, any of the following services offered by Verizon or by Verizon affiliates: (1) services subject to Section 221 of the Communications Act of 1934, including but not limited to, (a) emergency services, including but not limited to, information or assistance for law enforcement and disaster response services, or (b) services for a national or international toll-free or exchange service, in order to purchase or resale. Advanced services offered by Verizon or affiliates or third parties that would

provided for resale by WAT & J or Advanced Services offered by Verizon in conjunction  
with other services provided by WAT & J or provided by third parties

## **PART II: UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS**

### **1. Introduction**

- 1.1 This Part II sets forth the unbundled Network Elements and Combinations that VERIZON agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act and the Order. The specific terms and conditions that apply to offering of the unbundled Network Elements and Combinations are described below. Unless otherwise noted below, the prices for each unbundled Network Element, each Combination and each other service to be made available by VERIZON pursuant to this Part II are governed by Part IV of this Agreement. Prices for any unbundled Network Element or Combination not listed in this Agreement shall be determined through the Bona Fide Request Process set forth in Exhibit A of this Part II (the "BFR Process"), except as otherwise expressly provided in Section 2.9 of this Part II. Any non-recurring/miscellaneous charges which may be applicable to the purchase of an unbundled Network Element or Combination shall be governed by Part IV of this Agreement.
- 1.2 If pursuant to the Order, AT&T requests interconnection to unbundled Network Elements or Combinations that are different from those required by the Act or Order or are not specified in this Agreement, AT&T agrees that any such request shall be subject to the BFR Process, except as otherwise expressly provided in Section 2.9 of this Part II.

### **2. Unbundled Network Elements**

- 2.1 VERIZON will offer Network Elements to AT&T on an unbundled basis on terms and subject to conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act and the Order, as applicable.
- 2.2 VERIZON will permit AT&T to interconnect AT&T's facilities or facilities provided to AT&T by third parties with each of the unbundled Network Elements or Combinations provided by VERIZON at any point requested by AT&T that is technically feasible. Any request by AT&T to interconnect at a point not previously established in accordance with the terms of this Agreement (i.e., other than as set forth in the descriptions of unbundled Network Elements and Combinations under Sections 2.9 and 3 of this Part II) shall be subject to the BFR Process.

- 2.3 At the time AT&T provides VERIZON with an order for particular unbundled Network Elements or Combinations provided under this Agreement, AT&T may request any technically feasible network interface, including without limitation, to the extent deployed and available in the VERIZON network, and where requested by AT&T: (1) DSO, DS-1, DS-3, STS-1, and OC-n (where n equals those industry standard numbers between 1 and 48) interfaces, and (2) any other interface described in the applicable Bellcore and other industry standard technical references. Any such requested network interface shall be subject to the approval of VERIZON, which approval shall not be unreasonably withheld or delayed. If AT&T's request is denied, VERIZON shall provide AT&T with written notice of said denial specifically describing why it is technically infeasible for VERIZON to be able to comply with AT&T's request.
- 2.4 AT&T may use one or more unbundled Network Elements or Combinations to provide to itself, its affiliates and to AT&T Customers any feature, function, or service option that such unbundled Network Element or Combination is presently capable or becomes capable of providing in the VERIZON network, or any feature, function, or service option that is described in the applicable Bellcore and other industry standard technical references identified herein and which the VERIZON network has the capability of providing on the Effective Date of this Agreement and thereafter as such capability may be expanded, or as may otherwise be agreed to by the Parties.
- 2.5 VERIZON shall permit AT&T to combine any Network Element or Network Elements provided by VERIZON with another Network Element or other Network Elements obtained from VERIZON or with compatible network components provided by AT&T or provided by third parties to AT&T to provide telecommunications services to AT&T, its affiliates and to AT&T Customers. Notwithstanding the foregoing, without additional components furnished by AT&T to itself or through third parties, AT&T shall only be permitted to combine Network Elements made available by VERIZON with other contiguous VERIZON Network Elements; provided, however, that to the extent that AT&T requests that VERIZON either combine non-contiguous Network Elements which are not described in Section 3 of this Part II or combine non-contiguous Network Elements in a manner different than that contemplated in Section 3 of this Part II, below, or in any previous Bona Fide Request (as described in Exhibit A of this Part II), such request shall be handled through the BFR Process.
- 2.6 For each appropriate Network Element or Combination, VERIZON shall provide a demarcation point and, if necessary and appropriate, access to

such demarcation point, which demarcation point shall be subject to the approval of AT&T, which approval shall not be unreasonably withheld or delayed. However, where VERIZON provides to AT&T a Combination of contiguous Network Elements in the same manner deployed in the VERIZON network, VERIZON may provide the existing interconnections and no demarcation point shall exist between such contiguous Network Elements.

- 2.7 VERIZON shall not charge AT&T an interconnection fee or demand other consideration for directly interconnecting any Network Element or Combination to any other Network Element or Combination provided by VERIZON to AT&T if VERIZON directly interconnects the same two Network Elements or Combinations in providing any service to its own Customers or a VERIZON affiliate, including the use of intermediate devices, such as a digital signal cross connect panel, to perform such interconnection; provided, however, VERIZON may charge AT&T non-recurring and miscellaneous fees, as provided in Part IV hereof.
- 2.8 All charges to AT&T to interconnect any Network Element or Combination to any other Network Element or Combination provided by VERIZON to AT&T, including if VERIZON does not directly interconnect the same two Network Elements or Combinations in providing any service to its own Customers or a VERIZON affiliate, shall be governed by Part IV herein.
- 2.9 Subsections 2.9.1 through 2.9.8 of this Section 2.9 list the unbundled Network Elements that AT&T and VERIZON have identified as of the Effective Date of this Agreement and which are described in the Order (the "Agreed Elements"). AT&T and VERIZON agree that the Network Elements identified in this Part II are not exclusive and that pursuant to the BFR Process AT&T may identify and request that VERIZON furnish additional or revised Network Elements to the extent required under Section 251(c)(3) of the Act. Additionally, if VERIZON provides any Network Element or Combination or interconnection arrangement that is not identified in this Agreement to a requesting Telecommunications Carrier, including a VERIZON affiliate, VERIZON will make available the same Network Element, Combination or interconnection arrangement to AT&T to the extent required by Section 252 (i) of the Act without AT&T being required to use the Bona Fide Request Process. The descriptions of unbundled Network Elements that are Agreed Elements in this Section 2.9 and of Combinations in Section 3 are for the purpose of identifying the functionalities or facilities that VERIZON will provide to AT&T when each such Network Element or Combination is ordered and the general technical parameters of each. These descriptions do not address, directly or by implication, the charge or charges that apply. As of

the Effective Date of this Agreement, charges for unbundled Network Elements and Combinations shall be as provided in Part IV hereof.

2.9.1. The "Local Loop" is a transmission facility between a distribution frame, or its equivalent, in the VERIZON central office, and the demarcation point at the Customer premises.

A transmission facility shall be understood to mean a single conductor terminating at the customer's premises that in turn may connect to one or more other conductors, not necessarily of the same media and may utilize equipment owned or otherwise controlled by Verizon or any of its affiliates providing transmission-related functionality to establish a means for transmitting and receiving all communications between the customer premises equipment associated with the single conductor terminating at the customer's premises and AT&T's network or that of VERIZON's where VERIZON is providing unbundled switching, even if one or more frame appearances are required in VERIZON's central office. Each frame appearance at the direction of the AT&T may be connected to another unbundled network element or to collocation. Transmission functionality as referenced here includes but is not necessarily limited to: conduct, termination, encoding/decoding, modulation/demodulation, multiplexing/demultiplexing, concentration/distribution, conversion and/or signal processing, and/or other functions. The facilities offering endpoints (e.g., computer, fax, or other signal-carrying device, electrical, optical or radio) may employ one or more of statistical multiplexing, coding (e.g., digital or analog), or other means (e.g., ATM, IP, GPRS, etc.) may be employed in providing the transmission facility does not relieve VERIZON of its loop unbundling obligations.

The Parties agree to develop as part of the Operations Plan appropriate procedures and standards to be employed in any circumstance in which AT&T elects to purchase a Local Loop without a NID so as to ensure that all reasonable safety, cost and operational considerations identified by VERIZON are satisfied, including, but not limited to, proper grounding and other protection of the Local Loop. VERIZON shall, at the reasonable expense of AT&T, test any such Local Loop to assure adherence to such considerations. The Local Loop may be used to provide modes of transmission that include: 2-wire and 4-wire analog voice grade loops and 2-wire and 4-wire transmission of ISDN, ADSL, HDSL and DS1 level digital signals, as follows:

- (a) "2-Wire Analog Voice Grade Loop" or "Analog 2W," will support analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer) and terminates at both the central office MDF (or equivalent) and the Customer premises. Analog 2W

includes Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Current VERIZON Loop design guidelines follow ANSI T1.601 and Bellcore TR-NWT-000393 recommendations, with a process of loop classification specified in Bellcore's SR-2275. If AT&T orders one or more Local Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Local Loop Concentrator, without the associated switch port, then VERIZON shall, where available, provision the requested Local Loop(s) using its choice of spare existing physical Local Loop(s) that do not require multiplexing, at no charge to AT&T. If, however, such other facilities are not available, VERIZON shall offer AT&T other options provided that AT&T shall agree to pay the additional costs approved by the Commission incurred by VERIZON in making such other option(s) available to AT&T. If the option VERIZON offers is shared by other Customers in addition to AT&T, the Parties shall develop an equitable basis for allocating the additional cost among all users of the facility. VERIZON and AT&T shall work cooperatively to develop the details and costs of such options as part of the Operations Plan.

- (b) "4-Wire Analog Voice Grade Loop" or "Analog 4W," which supports transmission of voice grade signals using separate transmit and receive paths and terminates in a 4-wire electrical interface at both ends.
- (c) "2-Wire ISDN-Compatible Digital Loop" or "BRI-ISDN," which supports digital transmission of two 64 kbps bearer channels and one 16 kbps data channel (2B + D). BRI-ISDN is a 2B + D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to Technical Reference ANSI T1.601 & T1E1.490-004R3.
- (d) "2-Wire ADSL-Compatible Loop" or "ADSL 2W," is a transmission path which facilitates the transmission of up to 6 Mbps digital signal downstream (toward the Customer) and up to 640 kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire, non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-

007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the VERIZON Central Office frame. ADSL technology can only be deployed over Local Loops which extend less than 18,000 feet from VERIZON's Central Office. ADSL-compatible Local Loops are only available where existing copper facilities can meet the ANSI T1.413-1995-007R2 specifications.

- (e) "2-Wire HDSL-Compatible Loop" or "HDSL 2W," is a transmission path which facilitates the transmission of a 768 kbps digital signal over a 2-Wire, non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28/T1E1.4/92-002R3. HSDL-compatible Local Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.
- (f) "4-Wire HDSL-Compatible Loop" or "HSDL 4W," is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over 4-Wire, non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HSDL-compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.
- (g) "4-Wire 64 Kbps Digital Loop" or "4-Wire 64 Digital," is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 64 kbps and terminates in a 4-Wire electrical interface at both the Customer premises and on the MDF in VERIZON's Central Office. 4-Wire 64 kbps Digital are available only where existing copper facilities can meet the requirements specified in ANSI T1.410.1992.
- (h) "4-Wire 1.544 Mbps Digital Loop" or "1.544 Mbps Digital," is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 1.544 mbps and terminates in a 4-Wire electrical interface at the Customer premises and on the DSX frame in VERIZON's Central Office. 1.544 Mbps Digital will be provided in accordance with the relevant and applicable specifications, interfaces and parameters described in Technical Reference ANSI T1.102.



When and where VERIZON deploys loop electronics, such as Next Generation Digital Loop Carrier (NGDLC), capable of supporting advanced services, voice services or the combination of the two including but not limited to xDSL service through the deployment of transmission functionality at the remote terminal or other sites remote from the central office of VERIZON, VERIZON shall make available to AT&T a Local Loop, as defined in this Section 2.9.1(f) (NGDLC Local Loop) (EC).

(f) The NGDLC Local Loop may include, but is not limited to, a copper pair from the end user's premises to the remote terminal (which shall include the copper segment of the loop that connects the Serving Area Interface (SAI) to the remote terminal where such architecture is used by VERIZON), shared transmission capacity (generally fiber feeder) connecting the remote terminal to the central office, all electronics, transmission functionality and capacity management functions necessary to assure the efficient and nondiscriminatory use of the transmission media, including but not limited to, line cards, DSLAM functionality, line splitters (whether or not integrated with the DSLAM), other remote terminal electronics, shared feeder transmission capacity and the functionality resident in VERIZON central office that demultiplexes (network bound) and multiplexes (premises bound) traffic from the shared feeder portion of the loop. The NGDLC Local Loop shall include the requisite functionality at the remote terminal or other remote location required to separate voice and data signals and separately multiplex/demultiplex the two types of traffic traversing one or more feeder facilities connecting to the serving central office. As permitted by the equipment deployed by VERIZON, the communications in the low frequency spectrum of NGDLC loop shall be transmitted by VERIZON in an efficient manner using multiplexing strategies (e.g., time division multiplexing) and protocol (e.g., a G.703 format) appropriate to efficiently utilize the facility connecting to the central office while at the same time not precluding the offering of POTS. The communications in high frequency spectrum of NGDLC loop shall likewise be transmitted by VERIZON in an efficient manner employing multiplexing and encoding strategies (e.g., ATM) appropriate to efficiently utilize the facility connecting to the central office while permitting the high speed and reliable transmission of data packets regardless of whether those packets provide the retail customer with voice or data services. The Parties shall cooperate in the capacity management of the facilities used to transmit the communications using the NGDLC loop to assure predictable minimum levels of service throughout. However, VERIZON is responsible for assuring the nondiscriminatory access to transmission capacity by all carriers using any shared facility capacity. At the serving

central office, VERIZON shall terminate all facilities used to provide the NDBLC and perform all multiplexing and demultiplexing of traffic transmitted between the central office and the remote terminal. ICC.

(v) If VERIZON deploys a NDBLC Local Loop architecture that differs from that described immediately above in Section 2.9.1(i)(x), the description of the transmission of voice and data signals described in Section 2.9.1(i)(x) above shall not limit in any way AT&T's ability to obtain the NDBLC Local Loop as deployed or designed by VERIZON or its affiliate. ICC.

(2) VERIZON agrees to provide the NDBLC loop to AT&T at TELRIC, regardless of whether or not equipment employed in the architecture may be considered advanced services equipment, and capable of support both voice and advanced services, and without regard to what legal entity or VERIZON may own the equipment. ICC.

(xx) To the extent technically feasible, VERIZON will provide and support direct cross-connecting the NDBLC loop to other network elements made available by VERIZON and to collocation. At AT&T's option, it may direct VERIZON to cross-connect any one or all technically feasible points of interconnection of the NDBLC loop to collocation. However, by AT&T specifying one such point be cross-connected to collocation (e.g., the loop termination in the central office where the communications in the loops HFS are available to collocation, VERIZON shall not require that all points be cross-connected to collocation (e.g., the loop termination for low frequency termination may be cross-connected to the unbundled local switching element of Verizon). ICC.

(vi) In the event VERIZON believes that any processes or procedures in addition to those contained in this Agreement for obtaining access to the Local Loop are required in order for AT&T to obtain access to the NDBLC Local Loop, VERIZON shall notify AT&T of the need to establish such processes and procedures no later than 40 days after AT&T first requests access to an NDBLC Local Loop. Within 15 days of providing such notification to AT&T, VERIZON shall provide AT&T with a description of VERIZON's proposed processes and procedures. If the parties do not reach an agreement on the processes and procedures to be used within 30 days of AT&T's receipt of Verizon's proposal, either party may resort to the Dispute Resolution Process set forth in Section 4 of this Agreement and a complaint with the Commission. In the event one Party rejects the Dispute Resolution Process and the other Party seeks resolution at the Commission, the Parties agree to address the issue before the Commission. ICC.

22. Rates. Within 10 days of AT&T's request for access to the NCDLC Local Loop, VERIZON shall provide AT&T with its approximation of the TELRIC-based rates for the NCDLC Local Loop. After receiving VERIZON's proposed rates for the NCDLC Local Loop, AT&T may require VERIZON to commence a cost proceeding at the Commission within 30 days of AT&T's request therefor designed to establish TELRIC-based rates for the NCDLC Local Loop. Until the Commission establishes a cost-based rate for the NCDLC Local Loop, the rates that shall be in effect shall be the lesser of (a) VERIZON's proposed rates for the NCDLC Local Loop or (b) the toll-free existing rates for an analog voice local loop. Once the Commission sets rates, a true-up shall be performed with the appropriate Party retaining any owned or credited amounts within 30 days of the establishment of cost-based rates. (CC)

~~2.9.1a Entire Section 2.9.1a - New Language (CC)~~

"Digital Designed Loops" are comprised of designed loops that meet specific AT&T requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, IDSL, SDSL, or BRI ISDN (Premium) Loops. "Digital Designed Loops" may include requests for:

- (a) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with bridged tap(s) removed, at AT&T's option;
- (b) a 2W ADSL Loop of 12k to 18k ft. with bridged tap(s) removed, at AT&T's option;
- (c) a 2W ADSL Loop of less than 12k ft. with bridged tap(s) removed, at AT&T's option;
- (d) a 2W HDSL Loop of less than 12k ft. with bridged tap(s) removed, at AT&T's option;
- (e) a 4W HDSL Loop of less than 12k ft with bridged tap(s) removed, at AT&T's option;
- (f) a 2W Digital Designed Metallic Loop with VERIZON-placed ISDN loop extension electronics;
- (g) a 2W SDSL Loop with bridged tap(s) removed, at AT&T's option;
- (h) a 2W IDSL Loop of less than 18k ft. with bridged tap(s) removed, at AT&T's option.

The Loop lengths listed in subparagraphs (b) through (e) above shall not include bridged tap lengths. ~~CBT ISSUE AT 1-231~~ Requests for repeaters for 2W and 4W HDSL Loops with lengths of 12k ft. or more shall be considered pursuant to the Network Element Bona Fide Request process set forth in Exhibit A to Part II.

2.9.1a.1 VERIZON shall make Digital Designed Loops available to AT&T at the rates as set forth in Part IV.

2.9.1a.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 2.9.1a., Items A-H):

(a) AT&T shall place orders for Digital Designed Loops by delivering to VERIZON a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

(b) VERIZON is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by VERIZON for compatibility with ADSL, HDSL, SDSL, IDSL, and ISDN signals. The results of this mechanized survey will be stored in a mechanized database that is made available to AT&T on a non-discriminatory basis. AT&T may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL, or ISDN Loop; provided, however, AT&T shall request manual loop qualification or an Engineering Query if the mechanized loop qualification database is not available or if AT&T chooses not to utilize such database. Charges for mechanized loop qualification information, Engineering Query, and manual loop qualification are set forth in Part IV.

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(c) If the Loop is not listed in the mechanized database described in section (B) above, AT&T must request either a manual loop qualification or Engineering Query prior to or in conjunction with submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop. The rates for manual loop qualification and Engineering Query are set forth in Part IV. If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of AT&T's valid and accurate request will be generally required before a FOC or a query can be issued to AT&T with the Loop qualification results. VERIZON may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.

(d) If the query to the mechanized loop qualification database or if the manual loop qualification indicates that a Loop does not qualify (*e.g.*, because it does not meet the applicable technical parameters set forth in the Loop descriptions above), AT&T may request an Engineering Query to obtain more information regarding the characteristics of the loop itself. Subject to the terms herein, including but not limited to Section 2.9.1a.2 (c) above, VERIZON will respond to an Engineering Query with information from VERIZON cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations.

(e) If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that has not been prequalified as required in accordance with subsection 2.9.1a.2 (b) above, VERIZON will query the service order back to AT&T for qualification and will not accept such service order until the Loop has been so prequalified (*i.e.* manual, mechanized, or engineering query). If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that is, in fact, found not to be compatible with such services in its existing condition, VERIZON will respond back to AT&T with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).

(f) Where AT&T has followed the manual or mechanized prequalification procedure described above resulting in the determination that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL, or BRI ISDN service in its existing condition (*e.g.*, the results of the manual or mechanized prequalification query indicate that a Loop does not qualify due to factors such as the presence of load coils, presence of digital loop carrier, loop length (including bridged tap) or for any other reason that may be revealed through loop qualification), AT&T, together with its order or prior to submitting an order for service, may request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if AT&T is already aware of the conditioning required (*e.g.*, where AT&T has previously requested a manual loop qualification or an Engineering Query), AT&T may submit a service order for a Digital Designed Loop. VERIZON will undertake to condition or extend the Loop in accordance with this Section 2.9.1a upon receipt of AT&T's valid, accurate and pre-qualified service order for a Digital Designed Loop.

(g) Notwithstanding the foregoing, AT&T shall not be required to follow either the manual or mechanized prequalification procedures described herein when the Loop is already being used by the Customer for the same level of service. **CONFIDENTIAL**

2.9.1a.3 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize Digital Design Loop provisioning problems. In general, unless and until a shorter period is required under Applicable Law, where conditioning or loop extensions are requested by AT&T, an interval of eighteen (18) business days will be required by VERIZON to complete the loop analysis



(a) Three (3) business days will be required following receipt of AT&T's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.

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

2.9.1a.5 VERIZON shall tag Digital Designed Loops at both the NID and the cross-connect box with special service markers. This tagging will serve to indicate to VERIZON's technicians that the loop is in use and should not be used to serve another customer. [REDACTED]

ISSUES IN LINGUISTICS

**2.9.1b.2 Access terminals may be located at technically**

feasible points including but not limited to those:

(a) at or near the Customer premises, such as the pole or pedestal, the NID, the cross-connect block, or the minimum point of entry to the Customer premises (MPOE).

(b) at the feeder distribution interface (FDI), where the trunk line, or "feeder," leading back to the central office, and the "distribution" plant, branching out to the subscribers, meet, and "interface." The FDI might be located in the utility room, in a remote terminal, or in a controlled environment vault (CEV).

(c) at the main distribution frame in the incumbent's central office.

2.9.1b.3 Subloop Inside Wire is defined as all loop plant facilities owned or controlled by VERIZON on the end-user Customer premises as far as the point of demarcation as defined in 47 C.F.R. Sec. 68.3, including loop plant at or near the end-user Customer premises. AT&T may access the inside wire subloop at any technically feasible point including, but not limited to the NID, the MPOE, the Single Point of Interconnection (SPOI), the pedestal or the pole.

#### 2.9.1b.4 Subloop Element - Components and Functionality

2.9.1b.4.1 Subloop elements include but are not limited to the following functionalities:

(a) Loop Concentration/Multiplexing Functionality

(b) Loop Feeder

(c) Loop Distribution (including IntraBuilding Network Cable and Network Terminating Wire)

2.9.1b.4.2 At its option, AT&T may purchase from VERIZON on an unbundled basis the entire Loop and NID in combination, or any Subloop element (i.e., Loop Feeder, Loop Concentration/Multiplexing Functionality, and Loop Distribution), to the extent technically feasible in response to a specific AT&T request. Subloop elements shall be available to AT&T through the standard ordering process, and the BFR Process shall not apply to such order.

#### 2.9.1b.5 Loop Concentration/Multiplexing Functionality

2.9.1b.5.1 Loop Concentration/Multiplexing Functionality:

2.9.1b.5.2 (i) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (ii) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (iii) aggregates a specified number of signals or channels to fewer channels (concentrating); (iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (v) in some instances performs electrical to optical (E/O) conversions.

#### 2.9.1b.5.3 Loop Concentration/Multiplexing

Functionality may be provided using a DLC system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

### 2.9.1b.6 Technical Requirements

#### 2.9.1b.6.1 Loop Concentration/Multiplexing

Functionality, if deployed, is used to concentrate and or multiplex the distribution media to the feeder media. The media can be copper, coax or fiber. To the extent unbundling involves "concentration," VERIZON and AT&T will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities.

#### 2.9.1b.6.2 When VERIZON provides Loop

Concentration/Multiplexing Functionality or Loop repeaters, VERIZON shall provide power for subloop equipment through a non-interruptible source with battery backup unless otherwise mutually agreed upon by the Parties.

#### 2.9.1b.6.3 Loop Concentration/Multiplexing

Functionality shall be provided to AT&T in accordance with industry standard technical references.

#### 2.9.1b.6.4 Loop Concentration/Multiplexing

Functionality shall, where technically feasible, continuously monitor protected circuit packs and redundant common equipment.

#### 2.9.1b.6.5 The redundant common equipment shall

also automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation where technically feasible.

#### 2.9.1b.6.6 VERIZON shall provide AT&T real time

performance and alarm data that may affect AT&T's traffic, if and when technically feasible and to partition such data for AT&T where feasible.

#### 2.9.1b.6.7 At AT&T's option, VERIZON shall provide

AT&T with real time ability to initiate non service-affecting tests on the underlying device that provides Loop Concentration/Multiplexing Functionality.



#### 2.9.1b.7 Interface Requirements

##### 2.9.1b.7.1 Loop Concentration/Multiplexing

Functionality shall meet the following interface requirements, as appropriate for the configuration similarly deployed in VERIZON's network if provided in response to a specific AT&T request.

##### 2.9.1b.7.2 Loop Concentration/Multiplexing

Functionality shall provide either digital 4 or 6-wire - electrical interfaces or optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-N, if the equipment deployed is capable of providing such interfaces at the serving wire center.

##### 2.9.1b.7.3 If technically feasible and deployed in

VERIZON's network at the requested location, Loop Concentration/Multiplexing Functionality shall provide a DS1 interface that complies with the Bellcore TR-303 interface specifications to AT&T at the serving wire center.

##### 2.9.1b.7.4 If technically feasible, Loop

Concentration/ Multiplexing Functionality shall provide Bellcore TR-08 modes 1&2 DS1 interfaces when requested by AT&T.

##### 2.9.1b.7.5 All equipment furnished to AT&T by

VERIZON shall deliver interfaces in accordance with design specifications as deployed in VERIZON's network.

#### 2.9.1b.8. Loop Feeder

##### 2.9.1b.8.1 The Loop Feeder provides connectivity

between: (i) a Feeder Distribution Interface (FDI) associated with Loop Distribution and a central office; or (ii) Loop Concentration/Multiplexing Functionality provided in a remote terminal and a central office. The Loop Feeder Subloop component can be copper, coax, or fiber and the interface can be any valid level supported by the underlying media. VERIZON shall provide AT&T physical access to the FDI, and the right to connect the Loop Feeder to the FDI in response to a specific AT&T request if technically feasible.

##### 2.9.1b.8.2 The physical medium of the Loop Feeder

may be copper twisted pair, coax, or fiber. In certain cases, AT&T will desire a copper twisted pair Loop even in instances where the medium of the Loop Feeder for services that VERIZON offers is other than a copper facility. If such facilities are deployed and technically feasible to provide, VERIZON will make them available to AT&T.

#### 2.9.1b.9 Requirements for Loop Feeder

##### 2.9.1b.9.1 If any Loop Feeder Subloop components

require power (i.e., repeaters), VERIZON shall provide appropriate power for all active components in the Loop Feeder. VERIZON will provide appropriate power and battery back-up using the same engineering guidelines and practices that are in place for like VERIZON equipment.

#### 2.9.1b.10 Additional Requirements for Copper Loop or Subloops

2.9.1b.10.1 VERIZON shall provide unbundled Loop or Subloops in an area where copper twisted pair Loop or Subloops are deployed. Any Loop or Subloops will be provided as ordered. AT&T must have the same opportunity as VERIZON to order either loaded or unloaded cable pairs. If VERIZON does not have any unloaded cable pairs available, upon specific request VERIZON will provide unbundled Loop or Subloops which are unfettered by any intervening equipment (e.g., filters, load coils, and range extenders). AT&T will reimburse VERIZON for actual work performed to remove any bridge taps or load coils in accordance with the Part IV of this Agreement.

2.9.1b.10.2 AT&T may request from VERIZON by submitting a loop make-up engineering query to VERIZON, and VERIZON shall provide to AT&T, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

#### 2.9.1b.11 Additional Technical Requirements for the Unbundling of DS1 Conditioned Loop Feeder

2.9.1b.11.1 VERIZON shall condition the AT&T requested Loop Feeder to transport a DS1 signal.

#### 2.9.1b.12 Additional Technical Requirements for Optical Loop Feeder

2.9.1b.12.1 VERIZON shall provide unbundled Loop Feeder in deployed applications in VERIZON's network which will transport DS3 and OCn (where n is defined in the industry standard technical reference). The requirements for such transport are set forth in industry standard technical references.

#### 2.9.1b.13 Interface Requirements

2.9.1b.13.1 If AT&T desires access to unbundled Loop Feeder in a VERIZON Central Office, the Loop Feeder point of termination (POT) within a VERIZON central office will be as follows:

2.9.1b.13.2 Copper twisted pairs shall terminate on

a frame;

2.9.1b.13.3 DS1 Loop Feeder shall terminate on a suitably equipped DSX-1 patch panel;

2.9.1b.13.4 Fiber Optic cable shall terminate on a LGX patch panel;

2.9.1b.13.5 Depending on the type of Loop Feeder equipment and facilities deployed in the VERIZON network at the requested location, the Loop Feeder shall be provisioned in accordance with the relevant and applicable interface requirements set forth in the technical references listed in the industry standard technical reference.

#### 2.9.1b.14 Loop Distribution

2.9.1b.14.1 Loop Distribution is a Subloop component that is composed of two distinct component parts: Distribution Media and a Network Interface Device. Each component part is defined in detail below.

2.9.1b.14.2 Distribution Media provides connectivity between the customer's privately owned and controlled Inside Wire and the terminal block on the end user side of a FDI and can be accessed through a SPOI or at multiple points of interconnection located at technically feasible point(s), including but not limited to, a pole, a pedestal, a NID, or a MPOE. The FDI is a device that terminates both the Distribution Media and the Loop Feeder. The Loop and feeder facilities are cross-connected at the FDI to create a bundled Loop (i.e., a continuous transmission path between the Customer-controlled inside wiring and a telephone company central office). The FDI may also house Loop Concentrators/Multiplexers, and these devices may be inserted at the FDI to concentrate/multiplex many distribution Loops, to high capacity feeder facilities. The FDI in the interfaced design typically makes use of a manual cross-connection, typically housed inside an outside plant device ("green box") or in a vault or manhole.

2.9.1b.14.3 The Distribution Media may be copper twisted pair, coax cable, or fiber optic cable. A combination that includes two or more of these media may also be possible. In certain cases, AT&T may request unbundled copper twisted pair Distribution in instances where the Distribution Media for services that VERIZON offers is other than a copper facility

2.9.1b.14.4 VERIZON will provide Loop Distribution in response to specific AT&T requests for such access.

2.9.1b.14.5 AT&T may request that VERIZON reactivate (if available) unused Distribution Media and NID, install new Distribution Media and NID if no Distribution Media and NID are available or provide AT&T with

access to Distribution Media and NID that, at the time of AT&T's request, VERIZON is using to provide service to a Customer.

#### 2.9.1b.15 Requirements for All Distribution

2.9.1b.15.1 Unbundled Distribution shall be capable of transmitting signals for two-wire and four-wire analog voice grade Loops as requested by AT&T.

2.9.1b.15.2 VERIZON shall support functions associated with provisioning, maintenance and testing of the unbundled Distribution Media, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which Distribution is associated.

2.9.1b.15.3 Where technically feasible, VERIZON shall provide performance monitoring of the Distribution Media, as well as provide necessary access for performance monitoring for Network Elements to which Distribution is associated.

2.9.1b.15.4 Unbundled Distribution shall be provided in conformance with the relevant and applicable requirements set forth in the industry standard technical reference.

2.9.1b.15.5 VERIZON shall provide AT&T with nondiscriminatory physical access to, and the right to connect to, the FDI in conjunction with unbundled Distribution.

2.9.1b.15.6 VERIZON shall offer unbundled Distribution together with, and separately from, the NID component of Loop Distribution. Where such Distribution is requested without the VERIZON NID, AT&T will provide a suitable NID meeting in accordance with the relevant and applicable standards listed in the industry standard technical reference.

2.9.1b.15.7 Distribution shall be provided on an unbundled basis if technically feasible in conformance with the relevant and applicable interface requirements set forth in the industry standard technical reference.

#### 2.9.1b.16 Single Unit and Multi-unit Installation

2.9.1b.16.1 In the case of VERIZON facilities serving a single unit installation (e.g. a single residence or single business location), Distribution Media consists of all such facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI and can be accessed at any technically feasible point.

2.9.1b.16.2 In the case of VERIZON facilities serving multiple unit installations, e.g., apartments, condominiums, office buildings and

office complexes ("MTE"), Distribution Media shall be furnished to AT&T, depending on the location at which AT&T intends to interconnect its facilities, in one of the following three elements, as requested by AT&T, at the appropriate rate set forth in Part IV to this Agreement.

#### 2.9.1b.16.3 Loop Distribution

This Subloop element includes all facilities owned or controlled by VERIZON, from a terminal block on the customer side of a FDI up to and including the point of demarcation as defined in 47 C.F.R. Sec. 68.3; or

#### 2.9.1b.16.4 Intrabuilding Network Cable (a.k.a.- House and Riser Cable).

This Subloop element consists of those facilities owned or controlled by VERIZON, from the single point of interconnection or MPOE up to and including the point of demarcation as defined in 47 C.F.R. Sec. 68.3. Intrabuilding Network Cable also includes intra-property wiring outside buildings such as garden apartments containing multiple end users' premises; or

#### 2.9.1b.16.5 Network Terminating Wire (NTW)

This Subloop element consists of those facilities, owned or controlled by VERIZON, extending from VERIZON wiring closet, garden terminal or other cross-connect distribution point to the point of demarcation as defined in 47 C.F.R. Sec. 68.3. NTW refers to those horizontal portions of intrabuilding network cable that are located inside a building containing multiple end users' premises and are located on the same floor as an end users premise. NTW is the last segment of the field-side loop facilities which, in multi-end user configurations, represents the point at which the network last branches out to serve individual end users.

#### 2.9.1b.17 Voice Grade Cable Pair Requirements

2.9.1b.17.1 VERIZON shall be required to relinquish the first voice grade cable pair that connects to the Customer's inside wire and make it available to AT&T unless VERIZON is using the first voice grade cable pair to concurrently serve the end user requesting service from AT&T. When VERIZON is using the first voice grade cable pair to provide concurrent service, VERIZON will offer to AT&T spare voice grade cable pairs that are available to an end user's premises.

#### 2.9.1b.18 Single Point of Interconnection

2.9.1b.18.1 If requested by AT&T, VERIZON shall provide a single point of interconnection ("SPOI") at or as close as commercially practicable to the MPOE at multiunit premises that is suitable for use by multiple

carriers and that provides non-discriminatory access to all subloop elements at a MTE. AT&T's employees and agents shall have direct access to the SPOI without the necessity of coordinating such efforts with VERIZON's employees or agents. This obligation is in addition to VERIZON's obligation to provide nondiscriminatory access to subloops at any technically feasible point.

2.9.1b.18.2 If a SPOI does not exist that can be feasibly accessed by AT&T, VERIZON must, at AT&T's request, cooperate in any reconfiguration of the network necessary to construct a single point of interconnection that will be fully accessible and suitable for use by multiple carriers.

Not more than thirty (30) days from receipt of a request by AT&T to construct a SPOI, the Parties shall agree upon a process by which VERIZON shall construct a single point of interconnection in any multi-unit premises. VERIZON shall be compensated based on total element long-run incremental cost for constructing any SPOI. All disputes arising under this provision, including any dispute over how the SPOI at a particular MTE should be implemented, shall be resolved according to the Dispute Resolution process set forth in Section 16 of this Agreement.

2.9.1b.19 Access to VERIZON Records **ISSUE ATT**

**3A**

2.9.1b.19.1 Verizon shall provide AT&T with access to, and at AT&T's discretion, direction, and expense, copies of, detailed engineering records and drawings of conduit, poles, Verizon cable plat maps, house and riser or intrabuilding cable records, and any other rights-of-way records in selected areas as specified by AT&T within two (2) business days following an AT&T request.

2.9.1b.19.2 These records, maps and drawings shall be the most current and accurate available, and shall be the same records, maps and drawings that Verizon's own engineers, planners, designers and other employees use during their course of business.

2.9.1b.19.3 Verizon shall allow AT&T personnel or its designers to examine such engineering records, maps and drawings at Verizon central offices and Verizon engineering offices on a demand basis.

2.9.1b.19.4 In all instances, such access shall include the ability to take notes and make drawings with references to those records, maps and drawings. AT&T's copies, notes and drawings may include estimates regarding the physical characteristics (such a size and weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of Verizon's poles, ducts, conduits, and rights-of-way for AT&T's intended uses.

2.9.1b.19.5 To the extent any records, maps, and

drawings examined by AT&T contain any confidential information of Verizon, AT&T agrees to comply with the confidentiality provisions (Section 18, General Terms & Conditions) of this Agreement.

2.9.1c ~~Conversion of live Telephone Exchange Services to Analog 2W Loops~~ Entire Section 2.9.1c - New Language! CB

The following coordination procedures shall apply to "live" cutovers of VERIZON Customers who are converting their Telephone Exchange Services to AT&T Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loop"s) to be provided by VERIZON to AT&T.

2.9.1c.1 Coordinated cutover charges, including but not limited to outside dispatch charges, where applicable, shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops, as set forth in Part IV. If AT&T does not request a coordinated cutover, VERIZON will process AT&T's order as a new installation subject to applicable standard provisioning intervals.

2.9.1c.2 AT&T shall request Analog 2W Loops for coordinated cutover from VERIZON by delivering to VERIZON a valid Local Service Request ("LSR") including, without limitation, in accordance with the terms of Section 12. AT&T shall designate the requested date and time for conversion on the LSR ("Scheduled Conversion Time") subject to VERIZON standard provisioning intervals, as may be revised from time to time. Subject to the immediately preceding sentence and Section 19.2.9, as applicable, VERIZON agrees to accept from AT&T the Scheduled Conversion Time, provided that such designation is within the regularly scheduled operating hours of the VERIZON Regional CLEC Control Center ("RCCC") and subject to the availability of VERIZON's work force. In the event that VERIZON's work force is not available, AT&T and VERIZON shall mutually agree on a New Conversion Time, as defined below. In accordance with the requirements of Applicable Law, VERIZON shall provide AT&T the firm order commitment ("FOC") ~~DATE~~ **ISSUE DATE** date by which the Analog 2W Loops covered by an LSR will be converted. Nothing herein shall serve to effect any standards and remedies available to AT&T under Section 11.

2.9.1c.3 AT&T shall provide dial tone at the AT&T Collocation site prior to the Scheduled Conversion Time such that VERIZON may verify dial tone as provided herein. VERIZON shall verify dial tone on the loop scheduled to be migrated to AT&T and shall also verify AT&T dial tone from the AT&T Collocation cage. If VERIZON is unable to verify such dial tone, VERIZON shall take appropriate steps to address the problem, including promptly notifying AT&T, if required.

2.9.1c.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided,

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

2.9.1c.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

(i) If VERIZON requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived; **ISSUE ATT-12** and

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

2.9.1c.5 If AT&T is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If VERIZON is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, VERIZON and AT&T will reschedule and VERIZON will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time. **ISSUE ATT-12**

2.9.1c.6 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

2.9.1c.7 If AT&T requires Analog 2W Loop conversions outside of the regularly scheduled VERIZON RCCC operating hours, or as otherwise provided in this Agreement, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

2.9.1c.8 After receiving notification of completion of the hot cut by VERIZON, AT&T will confirm operation of the loop[s]. In the event the loop[s] is not functional, AT&T may submit the necessary trouble ticket[s] to initiate a request for repair.

2.9.1c.9 If AT&T and VERIZON cannot isolate and fix the problem, AT&T may request that the Customer be restored to service on the VERIZON network. Such restoration shall occur within a commercially reasonable time



period.

**2.9.2 Network Interface Device Entire Section 2.9.2 - New Language Added**

(a) At AT&T's request, VERIZON shall permit AT&T to connect an AT&T Loop to the Inside Wiring of a Customer through the use of a VERIZON NID in the manner set forth in this Section 2.9.2., or at any other technically feasible point, if any, as required by Applicable Law and, in such case, pursuant to Exhibit A to Part II. AT&T may access a VERIZON NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining AT&T NID deployed by AT&T or, if an entrance module is available in the VERIZON NID, by connecting an AT&T Loop to the VERIZON NID. When necessary, VERIZON will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it. VERIZON shall not be responsible for resolving any conflicts between AT&T and third party service providers for access to the Customer's premises and Inside Wire.

(b) In no case shall AT&T access, remove, disconnect or in any other way rearrange VERIZON's Loop facilities from VERIZON's NIDs, enclosures, or protectors.

(c) In no case shall AT&T access, remove, disconnect or in any other way rearrange a Customer's Inside Wire from VERIZON's NIDs, enclosures, or protectors where such Customer Inside Wire continues to be used in the provision of Telecommunications Service by VERIZON to that Customer.

(d) In no case shall AT&T remove or disconnect ground wires from VERIZON's NIDs, enclosures, or protectors.

(e) In no case shall AT&T remove or disconnect NID modules, protectors, or terminals from VERIZON's NID enclosures.

(f) Maintenance and control of premises inside wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wiring must be resolved by the Customer.

(g) When AT&T is not connecting an AT&T-provided Loop to the inside wiring of a Customer's premises through the Customer's side of the VERIZON NID, AT&T does not need to submit a request to VERIZON and VERIZON shall not charge AT&T for access to the VERIZON NID. In such instances, AT&T shall comply with the provisions of Sections 2.9.2(b) through 2.9.2(f) of this Agreement and shall access the Customer's inside wire in the manner set forth in section 2.9.2 (h) of this Agreement.

(h) Due to the wide variety of NIDs utilized by VERIZON (based on Customer size and environmental considerations), AT&T may access the Customer's

inside wire, acting as the agent of the Customer by any of the following means:

(i) Where an adequate length of inside wire is present and environmental conditions permit, requesting carrier (i.e., AT&T or AT&T's agent, the building owner, or the Customer) may remove the inside wire from the Customer's side of the VERIZON NID and connect that wire to AT&T's NID;

(ii) Where an adequate length of inside wire is not present or environmental conditions do not permit, AT&T may enter the Customer side of the VERIZON NID enclosure for the purpose of removing the inside wire from the terminals of VERIZON's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the inside wire within the space of the Customer side of the VERIZON NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the VERIZON NID;

(iii) AT&T may request VERIZON to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. AT&T, its agent, the building owner or the Customer). If AT&T accesses the Customer's inside wire as described in this section 2.9.2(h) (iii), time and materials charges will be billed to the requesting party (i.e. AT&T, its agent, the building owner or the Customer).

**2.9.2a. House and Riser Cable Section 2.9.2a - New Language (CB)**

2.9.2a.1 Upon request, VERIZON shall provide to AT&T access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 2.9.2A.1 and the rates set forth in Part IV. A "House and Riser Cable" is a two-wire (pair) metallic distribution facility in VERIZON's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the Loop Demarcation Point for such facility (or network interface device ("NID") if the NID is located at such Loop Demarcation Point); provided, however, if and, to the extent that, VERIZON provides non-metallic distribution facilities in VERIZON's network between the MPOE and the Loop Demarcation Point for such facilities (or the NID if the NID is located at such Loop Demarcation Point), at AT&T's written request, the Parties shall promptly negotiate rates, terms and conditions that apply to AT&T's access to such non-metallic distribution facilities. VERIZON shall provide access to House and Riser Cable facilities on a two-wire (pair) increment basis only where such facilities are available. VERIZON shall not reserve a House and Riser Cable for AT&T. VERIZON shall provide AT&T with House and Riser Cable on a first come first serve basis. AT&T

may access a House and Riser Cable at the MPOE for such cable, or at such other point(s), if any, as required by Applicable Law and, in such case, pursuant to Exhibit A to Part II. Notwithstanding anything else set forth in this Agreement, VERIZON shall provide AT&T with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

2.9.2a.2 AT&T must satisfy the following conditions before ordering access to a House and Riser Cable from VERIZON:

(i) AT&T shall locate their compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within approximately twelve (12) feet of such MPOE.

(ii) If suitable space is available, AT&T shall install its terminal block normally no closer than fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.

(iii) AT&T's terminal block and equipment cannot be attached or otherwise affixed to VERIZON's facilities or equipment, nor may it be placed adjacent to VERIZON's facilities or equipment in such a manner as to block or impair VERIZON's access to VERIZON's facilities or equipment, in addition, AT&T's terminal block or equipment is located in space where VERIZON has issued internal work orders to install its facilities or equipment.

(iv) AT&T shall identify its terminal block and equipment as an AT&T facility so that it may be recognized as an AT&T facility by VERIZON and others.

2.9.2a.3 To provide AT&T with access to a House and Riser Cable, VERIZON shall not, except as may be required by Applicable Law, be obligated to (a) move any VERIZON equipment, (b) secure any Right of Way for AT&T, (c) secure space for AT&T in any building, (d) secure access to any portion of a building for AT&T or (e) reserve space in any building for AT&T.

2.9.2a.4 AT&T must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from VERIZON access to a House and Riser Cable. AT&T shall be permitted to perform its own connections to the House and Riser Cable in accordance with any applicable industry standards [REDACTED]. However, if requested by AT&T, VERIZON shall perform cutover of a Customer to AT&T service by means of a House and Riser Cable subject to a negotiated interval. VERIZON shall install a jumper cable to connect the appropriate VERIZON House and Riser Cable pair to AT&T's terminal block. AT&T shall coordinate with VERIZON to ensure that House and Riser Cable facilities are converted to AT&T in accordance with AT&T's order for such services.

2.9.2a.5 If an AT&T compatible terminal block or spare termination on AT&T's terminal block is not available at the time VERIZON attempts to cross connect the House and Riser cable facility to AT&T's terminal block, or if VERIZON is otherwise denied access to AT&T's terminal block, VERIZON shall bill AT&T, and AT&T shall pay to VERIZON, the Not Ready Charge set forth in Part IV and the Parties shall establish a new cutover date. VERIZON may install a new House and Riser Cable subject to the time and material charges set forth in Part IV.

2.9.2a.6 All AT&T equipment connected to a House and Riser Cable shall comply with applicable industry standards and not interfere with service provided by VERIZON to its Customers or service to other third party CLECs.

2.9.2a.7 VERIZON shall repair and maintain a House and Riser Cable at the request of AT&T. AT&T shall be solely responsible for investigating and determining the source of all troubles and for providing VERIZON with appropriate dispatch information based on its test results. VERIZON shall repair a trouble only when the cause of the trouble is a VERIZON House and Riser Cable. If (a) AT&T reports to VERIZON a Customer trouble, (b) AT&T requests a dispatch, (c) VERIZON dispatches a technician, and (d) such trouble was not caused by a VERIZON House and Riser Cable in whole or in part, then AT&T shall pay VERIZON the charge set forth in Part IV for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by AT&T is not available at the appointed time, and such unavailability prevents VERIZON's technician from gaining access to the House and Riser Cable or the Customer's premises, if required. If as the result of AT&T instructions, VERIZON is erroneously requested to dispatch to a site on VERIZON company premises ("dispatch in"), a charge set forth in Part IV will be assessed per occurrence to AT&T by VERIZON. If as the result of AT&T instructions, VERIZON is erroneously requested to dispatch to a site outside of VERIZON company premises ("dispatch out"), a charge set forth in Part IV will be assessed per occurrence to AT&T by VERIZON.

2.9.2a.8 AT&T shall have electronic access to House and Riser Cable information. Such information shall indicate whether or not VERIZON owns, controls or has any other rights to House and Riser Cable at a specified address. If electronic access to such information is unavailable, upon AT&T's request VERIZON shall provide House and Riser Cable information in a format acceptable to AT&T within five (5) business days of AT&T's request. VERIZON shall make publicly available a list of locations where it has sold House and Riser Cables. **ISSUE ATT-371**

**2.9.3 "Local Switching"** is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk appearance on the Local Switch.

AT&T may request shared or dedicated routing. Unless AT&T requests shared routing, AT&T shall define the routing plan (*i.e.*, customized routing) that will be used by its Customers for each VERIZON switch in which unbundled Local Switching will be provided, charges for which shall be as provided in Part IV of this Agreement. VERIZON will implement, where it is technically feasible to do so and where facilities exist that dialing plan and any associated dedicated trunking needed to support the introduction of customized routing on that Local Switching Network Element. The Local Switching functionality shall include all of the features, functions and capabilities that VERIZON has purchased or has the right to use, including but not limited to: line signaling, signalling capabilities of the switch, digit reception, dialed number translations, call screening (the switch-based feature which permits the switch to differentiate line treatment or routing based on specific classes of service), routing, recording, call supervision, dial tone, switching, network address (when available in the particular switch) to directory number, announcements, calling features and capabilities (including call processing), Centrex features and functionality, Automatic Call Distributor (ACD), Carrier pre-subscription (*e.g.*, long distance carrier, intraLATA toll as deployed), testing and other operational features inherent to the switch and switch software; provided, however, that in cases where AT&T wishes to activate a feature or function in the VERIZON network or in a specific switch with respect to which capacity problems may affect VERIZON's ability to utilize services or features for its own use or offer services to other Telecommunications Carriers, the Parties agree to work cooperatively to seek a solution to such capacity problem to the extent technically feasible. In the event that a capacity problem cannot be resolved to the mutual satisfaction of both Parties, switch capacity will be made available to VERIZON, AT&T and other Telecommunications Carriers on a first come, first serve basis (without reservation of capacity for VERIZON, AT&T or other Telecommunications Carriers), and new service requests will be approved or denied on a first come, first serve basis. When VERIZON and other Telecommunications Carriers use the last remaining capacity in a switch on a first come, first serve basis, VERIZON shall have no obligation to augment or add switches to meet AT&T's requirements except as may be required pursuant to the Bona Fide Request Process. If VERIZON does augment switch capacity or add switches to satisfy its needs or the needs of other Telecommunications Carriers, any such new capacity or additional switches shall also be made available to AT&T on a first come, first serve basis with VERIZON and the other Telecommunications Carriers. Where VERIZON provides AT&T with Local Switching features which VERIZON has a right to use but has not deployed for its own Customers, AT&T shall pay to VERIZON all costs and expenses incurred by VERIZON in providing such features. The calculation of such costs and expenses shall be on an ICB basis, taking into account the requested features and the affected switch, and shall not

include any amount to reimburse VERIZON for RTU fees in those instances where such RTU fees were previously paid by VERIZON for the specific requested features prior to AT&T's request. Such costs and expenses shall be submitted to the Commission for review. Local Switching also provides, to the same extent such switch currently provides to VERIZON such access on the Effective Date hereof and thereafter as such access may be expanded, access to: transport, signaling (ISDN) User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, directory services, and, when and where available, Local Switching ports adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications, and Advanced Intelligent Network (AIN) described in Section 2.9.8.8 of this Part II. Remote Switching Module (RSM) functionality as it relates to termination of Customer lines or trunks is included in the Local Switching Network Element. RSM functionality, however, does not include support of AT&T's RSM on VERIZON's host switch. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and, when and where available, calls to an international Customer's preferred carrier. VERIZON shall offer as an optional chargeable feature daily usage tapes, in accordance with the charges set forth in Part IV (C).

#### 2.9.3.1 Packet Switching Section 2.9.3.1 - New Language (C)

2.9.3.1.1 The Packet Switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions performed by Digital Subscriber Line Access Multiplexers (DSLAMs), including but not limited to:

- (i) the ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- (ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- (iii) the ability to extract data units from the data channels on the loops; and

(iv) the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

2.9.3.1.2 To the extent required by Applicable Law (including without limitation F.C.C. Rule 51.319 (C)(2) as amended from time to time), VERIZON shall provide access to unbundled Packet Switching capability only where each of the following conditions are satisfied:

(i) VERIZON has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section, (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

(ii) There are no spare copper loops capable of supporting xDSL services AT&T seeks to offer;

(iii) VERIZON has not permitted AT&T to deploy a Digital Subscriber Line Access Multiplexer in the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has AT&T obtained a virtual collocation arrangement at these subloop interconnection points; and

(iv) VERIZON either directly or through an affiliated entity has deployed packet switching capability for the purpose of providing retail service or supporting retail service to a Customer or to a customer of VERIZON's affiliate. **ISSUE**

2.9.3.1.3 Where each of the conditions in Section 2.9.3.1.1 are satisfied, VERIZON shall continue to have the forgoing obligations to provide packet switching notwithstanding any actions it may take or has taken to transfer or divest itself of equipment or technology required to provide that switching element to another entity, or any organization of its business whereby this element is or becomes provided by an affiliate of VERIZON rather than the entity which is signatory to this Agreement. In such case VERIZON shall either (i) arrange on AT&T's behalf with such other entity to provide packet switching directly to AT&T under the same terms as in this Agreement, or (ii) itself furnish AT&T with such unbundled network element through separate arrangements which VERIZON shall make with such entity (e.g., VERIZON affiliate) which

provides packet switching capabilities. ~~ISSUE ATT-5~~

2.9.3.1.4 If, and at such time that VERIZON is required (in accordance with Applicable Law) to provide access to Packet Switching capability, it shall do so in accordance with the interim rates established by VERIZON. The interim rates shall remain in effect subject to retroactive true-up at such time that the Parties mutually agree to permanent rates or such rates are ordered by the Commission.

~~2.9.3a.1 Exception to VERIZON's Obligation to Provide Unbundled Local Switching in Section 2.9.3a - New Language (CLEC)~~

2.9.3a.1 Notwithstanding any other provision in this Section 2.9.3a, Verizon will provide AT&T with combinations of Network Elements including but not limited to unbundled Network Element-Platform at the rates set forth in Part IV for:

(i) all residential Customers throughout Verizon's service territory in New York; and

(ii) all business Customers throughout Verizon's service territory in New York unless Verizon establishes that the AT&T business Customer is served by AT&T from a Verizon central office in which two or more CLECs are collocated at the time Verizon implemented upgrades to its OSS satisfactory to the Commission and, in that case, Verizon may choose not to provide AT&T with unbundled Network Element-Platform at rates set forth in Part IV on the fourth and subsequent lines serving the same end user Customer location as described in Section 2.9.3a.4 below. For Customers that are served out of central offices that do not satisfy the foregoing collocation conditions, there shall be no limit on the number of lines that AT&T can provide for a business Customer using unbundled Network Element-Platform purchased by AT&T at the rates set forth in Part IV. Verizon's choice to provide or not to provide the unbundled Network Element-Platform shall not limit or affect Verizon's obligation to provide AT&T with other combinations of unbundled Network Elements at the rates set forth in Part IV. ~~ISSUE ATT-5~~

2.9.3a.2 Notwithstanding any other provision in section 2.9.3 above and except as provided in Section 2.9.3.a.1 above, VERIZON shall not be required to provide



unbundled Local Switching to AT&T when AT&T serves end-users with four (4) or more voice grade (DS0) equivalents or lines ("Exempt End User(s)"), to the extent permitted by 47 C.F.R. §51.319(c)(2), as may be amended from time to time, and so long as VERIZON makes available enhanced extended links ("EELs") in conformance with Applicable Law, including (without limitation) paragraphs 298-299 of the FCC's Third Report and Order and Further Notice of Proposed Rulemaking in CC Docket No. 96-99, released 11/5/99, as may be amended from time to time. **ISSUE**

**ATTN**

2.9.3a.3 In the event VERIZON elects, in conjunction with its efforts to seek in-region long distance relief in New York, to provide unbundled Local Switching to AT&T when AT&T serves Exempt End Users in any of those areas it is not required to do so pursuant to 47 C.F.R. §51.319(c)(2), VERIZON agrees to provide unbundled Local Switching at rates mutually agreed-to by the Parties, which agreed-to rates shall supercede those rates associated with unbundled Local Switching set forth in Part IV. If the Parties are unable to agree on such rates within 30 calendar days after the beginning of negotiations for same, either Party may seek appropriate relief from the Commission.

2.9.3a.4 VERIZON's exercise of its rights under Section 2.9.3a.2 with respect to the fourth and subsequent 2 wire unbundled Loops of VERIZON that AT&T uses in combination with Local Switching to provide retail local voice service to a single end user Customer account name, at a single physical Customer location (including a single tenant building or a single unit within a multiple dwelling unit or other multiple tenant environment). Upon request from VERIZON, AT&T shall certify that the foregoing requirements do not apply to any specific facility. In determining whether VERIZON may exercise this election in any particular case, AT&T shall not be obligated to disclose retail account detail for its Customers, such as Customer name or address, beyond that which is otherwise required under mutually agreeable implementation of industry standard ordering provisions. **ISSUE**

2.9.3a.5 AT&T shall not knowingly order unbundled Local Switching for an Exempt End User. In the event that AT&T submits an order for VERIZON to provision unbundled Local Switching (either alone or in combination with other

unbundled Network Elements) to such Exempt End User and either Party discovers that VERIZON has so provided service, VERIZON may charge AT&T a rate to be negotiated for use of the unbundled Local Switching functionality for the affected Exempt End User, or in the alternative to charge AT&T the applicable Resold Services rates in lieu of the rates for use of all Network Elements and associated services used to provide the affected service to the AT&T Customer. AT&T shall promptly notify VERIZON of any orders submitted by AT&T to provision unbundled Local Switching to an Exempt End User.

2.9.3a.6 Nothing in this Section 2.9.3a shall be construed to limit in any manner VERIZON's obligation to provide unbundled Shared Transport at the rates set forth in Part IV.

2.9.3a.7 Nothing herein shall preclude AT&T from using its own or third party facilities or VERIZON Resold Services to provide services, in any quantity, to a Customer.

2.9.3a.8 Nothing herein shall be deemed to relieve VERIZON of its obligation to provide unbundled Local Switching unbundled from transport, local loop transmission, or other services pursuant to Section 271(c)(2)(B)(vi) of the Act.

**2.9.4 "Tandem Switching"** The Tandem Switching Network Element provides the switching function needed to establish a temporary transmission path between two other switching offices. It includes the facilities connecting the trunk distribution frames to the tandem switch, and all the functions of the tandem switch itself, including those facilities that establish a temporary transmission path between two other switches. It also includes functions that are centralized in the tandem, such as any call recording which is or becomes available in the tandem switch, and, in certain cases, routing of calls to tandem signaling conversion functions (e.g., MF to SS7) used in the VERIZON network. Tandem switch call recording functions and capabilities are different from end office switch call recording functions and capabilities. VERIZON will implement, where it is technically feasible to do so and where facilities exist, dedicated trunking needed to support the introduction of customized routing on that Tandem Switching Network Element.

**2.9.5 "Interoffice Transmission Facilities"** is a Network Element which is provided either as Dedicated Transport or is in some cases VERIZON Shared Transport.

**2.9.5.1 "VERIZON Shared Transport"** is a transmission facility which VERIZON shares with at least one Customer or carrier between VERIZON switching elements. This facility is paid for based upon usage plus any applicable non-recurring charges, as provided in Part IV hereof.

**2.9.5.2 "Dedicated Transport"** is an interoffice transmission path between designated locations to which a single carrier is granted exclusive use. Such locations may include VERIZON central offices or other equipment locations, AT&T network components, other carrier network components, or Customer premises. Dedicated Transport includes the Digital Cross-Connect System (DCS) functionality as an option to the extent available on the Effective Date of this Agreement and thereafter as such functionality may become available. This facility is paid for based upon fixed monthly charges plus any applicable non-recurring charges, as provided in Part IV hereof.

**2.9.6 "Operator Services and Directory Assistance"** is the Network Element that provides two types of functions: Operator Services and Directory Assistance, each of which is described below.

**2.9.6.1 "Operator Services"** provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the Customer has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Interrupt (BLV/EI), Emergency Agency Call and Operator-assisted Directory Assistance.

**2.9.6.2 "Directory Assistance"** provides local Customer telephone number listings with the option to complete the call at the caller's direction.

**2.9.6.3 "Operator Services and Directory Assistance Service"**

**2.9.6.3.1** To the extent required by Applicable Law

and pursuant to FCC Rule 51.319(f), VERIZON shall provide nondiscriminatory access to Operator Services and Directory Assistance on an unbundled basis to AT&T for the provision of a Telecommunications Service only where VERIZON does not provide, upon request by AT&T, customized routing or a compatible signaling protocol of OS/DA. Operator Services ("OS") are any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call. Directory Assistance ("DA") is a service that allows subscribers to retrieve telephone numbers of other subscribers.

## **2.9.7 "Signaling Systems and Call-Related Databases"**

**2.9.7.1 "Signaling Link Transport"** is a set of two or four dedicated 56 Kbps transmission paths between Signaling Points of Interconnection (SPOI) mutually agreed to by the Parties that provides appropriate physical diversity.

**2.9.7.2 "Signaling Transfer Points"** is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling link ports which enable the exchange of SS7 messages among and between switching elements, database elements and other signaling transfer points. This function does not include the administration and translation function which VERIZON will perform upon AT&T's request.

## **2.9.8 "Service Control Points (SCPs)"/"Databases"**

**2.9.8.1 "Databases"** as used herein are the Network Elements that typically provide the functionality for storage of, access to, and manipulation of information required to provide a particular service or capability.

**2.9.8.2 A "Service Control Point" (SCP)** is a specific type of Database Network Element deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SCPs may also utilize interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data (e.g., an 800 database stores Customer record data that provides information necessary to route 800 calls).

**2.9.8.3 "Service Management Systems" (SMS)** permits the creation, modification or updating of information in call-related databases. SMS shall be provided by VERIZON to AT&T in the same manner and method that VERIZON provides for its own access to SMS. VERIZON shall provide AT&T with all information necessary to correctly enter or format for entry the information relevant for input into the particular VERIZON SMS.

**2.9.8.4.1 Line Information Data Base (LIDB) Section 2.9.8.4 - New Language (CB)**

2.9.8.4.1 VERIZON shall permit AT&T access to the validation data in the VERIZON LIDB database for use in AT&T's provision of local exchange services. To the extent AT&T provides local switching utilizing its own switch, AT&T may request that VERIZON store its calling card, toll billing exception and payphone number validation data in the VERIZON LIDB database pursuant to a separate agreement or an amendment to this Agreement negotiated by the Parties.

2.9.8.4.2 Upon reasonable request by AT&T, VERIZON shall provide AT&T with a list of the end user data which AT&T is required to provide in order to support toll billing exception and calling card validation.

**2.9.8.5.1 Name Database Section 2.9.8.5 - New Language (CB)**

2.9.8.5.1 VERIZON shall permit AT&T to transmit a query to VERIZON's CNAM database for the purpose of obtaining the name associated with a line number for delivery to AT&T's local exchange customers. To the extent AT&T provides local switching utilizing its own switch, AT&T may request that VERIZON provide CNAM database storage and validation services pursuant to a separate agreement or an amendment to this Agreement negotiated by the Parties.

**2.9.8.6.1 Toll Free Number Database Section 2.9.8.6 - New Language (CB)**

2.9.8.6.1 VERIZON shall provide access to

2-937 Advanced Intelligent Network (AIN) Access Service  
Creation Environment and Service Management System (SCE/SMS)  
Advanced Intelligent Network Access | Section 2-937 — New Language  
[CB]

**2.10 Operations Support Systems Functions.** See Section 12 of the General Terms and Conditions of this Agreement.

24. Foreign Shipping and Line Shipping (NOR) - Language - Home Section  
Vol. 10 - Language - Interpreted by the Parties - to be used in the  
ESCs - on page 10 - of 6-12-77 - signed and approved  
on 10-1-78 - by J. R. S. and J. R. S. - 1-78

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ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a UNE Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement:

(i) the Loop must be compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) VERIZON must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the VERIZON Customer's dial tone must originate from a VERIZON End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by AT&T on that Loop must not significantly degrade the performance of other services provided on that Loop. In this Section 2.11 and in Section 2.11.6 below, the terms "UNE Loop" and "Loop" each refer to both stand-alone loops and loops used in combination with unbundled switch ports.

2.11.1 VERIZON shall make Line Sharing available to AT&T at the rates set forth in Part IV. These rates and/or rate structures shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect as a result of a proceeding before the Commission, whether initiated by AT&T or VERIZON, in which AT&T is offered an opportunity to serve discovery and cross examine witnesses on the methodology and assumptions supporting VERIZON's proposed rates and rate structures, including a tariff investigation, cost proceeding, arbitration or other evidentiary proceeding. If, as a result of any such proceeding, the Commission should approve (or otherwise allow to go into effect) permanent rates and/or rate structures different than those shown in Part IV, all such approved or effective permanent rates and/or rate structures shall supercede those shown in Part IV. The permanent rates shall be effective retroactively to the Effective Date. The Parties shall true-up any amounts previously invoiced as if the permanent rates had been in effect as of that date. Each Party shall invoice the other for any amounts due to it as a result of such true-up, and all such invoices shall be paid in accordance with the Billing and Payment provisions of this Agreement.

2.11.2 The following ordering procedures shall apply to Line Sharing:

(i) To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. AT&T must utilize the mechanized and manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in

paragraph (v) below, to make this determination; provided, however, no such prequalification is necessary when the loop has been previously qualified or it is being utilized to provide comparable advanced data services.

(ii) AT&T shall place orders for Line Sharing by delivering to VERIZON a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

(iii) If the Loop is prequalified by AT&T through the Loop prequalification database, and if a positive response is received and followed by receipt of AT&T's valid, accurate and pre-qualified service order for Line Sharing, VERIZON will return a FOC within twenty-four (24) hours (weekends and holidays excluded), or the appropriate interval set forth in Attachment 3, whichever is shorter.

(iv) If the Loop requires qualification manually or through an Engineering Query, two (2) additional business days will be required to obtain Loop qualification results before a FOC can be returned following receipt of AT&T's valid, accurate request.

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

(vi) The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in paragraph (v) above. The provisioning interval for the Line Sharing arrangement initially shall be the standard interval of six (6) business days applicable to 2W ADSL Loops; or the



appropriate interval set forth in Schedule 26, whichever is shorter. In no event shall the Line Sharing interval applied to AT&T be longer than the interval applied to any affiliate of VERIZON. No later than December 1, 2000, and quarterly thereafter, the Parties shall meet to discuss whether OSS improvements, greater operational experience, or other factors have been realized that should make it practicable for VERIZON to reduce the standard Line Sharing interval.

(vii) Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the parties or specified in this Agreement.

(viii) The Parties recognize that Line Sharing is a new offering by VERIZON. The Parties will make reasonable efforts to coordinate their respective roles in the early phases of the roll out of Line Sharing in order to minimize provisioning problems and facility issues. AT&T will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts, which shall be non-binding are in addition to projections provided for other stand-alone unbundled Loop types.

2.11.3 To the extent required by Applicable Law, AT&T shall provide VERIZON with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, AT&T must provide this information to VERIZON in order for VERIZON to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups. As described more fully in Bell Atlantic Technical Reference 72575, the xDSL technology used by AT&T for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. AT&T's deployment of additional Advanced Services shall be subject to the applicable rules and regulations of the FCC.

2.11.4 AT&T may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the VERIZON Serving Wire Center that contains the End Office Switch through which voice grade service is provided to VERIZON's Customer. AT&T is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 through one of the splitter options described below. AT&T is also responsible for providing its own DSLAM equipment in the Collocation arrangement and any necessary CPE for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Three splitter configurations are available. In configuration, Options 1 and 2 the splitter must be provided by AT&T and must satisfy the same NEBS requirements that VERIZON imposes on its own splitter equipment or the splitter equipment of any VERIZON affiliate. AT&T may also utilize a splitter owned and provided by VERIZON under Splitter Option 3. AT&T must designate which splitter option it is choosing on the Collocation application or augment. Regardless of whether AT&T selects Option 1 or 2, the splitter arrangements must be installed before AT&T submits an order for Line Sharing.

#### **Splitter Option 1: Splitter in CLEC Collocation Area**

In this configuration (option "A" in the New York collaborative), the AT&T-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by AT&T in its own Collocation space within the Customer's serving End Office. The VERIZON-provided dial tone is routed through the splitter in the CLEC Collocation area. Any rearrangements will be the responsibility of AT&T.

#### **Splitter Option 2: Splitter in Bell Atlantic Area**

In this configuration (option "C" in the New York collaborative), VERIZON inventories and maintains a AT&T-provided splitter (ANSI T1.413 or MVL compliant) in VERIZON space within the Customer's serving End Office. At AT&T's option, installation of the splitter may be performed by VERIZON or by a VERIZON-approved vendor designated by AT&T. The splitter is installed (mounted) in a relay rack between the POT Bay and the MDF, and the demarcation point is at the splitter end of the cable connecting the CLEC Collocation and the splitter. VERIZON will control the splitter and will direct any required activity. VERIZON will perform all POT (Point of Termination) Bay work required in this configuration. VERIZON will provide a splitter inventory to AT&T upon completion of the required augment.

(i) Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. AT&T must submit a new Collocation application, with the application fee, to VERIZON detailing its request. Standard Collocation intervals will apply.

(ii) Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. AT&T must submit the application for Collocation augment, with the application fee, to VERIZON. Augment intervals shall be as mutually agreed by the Parties but in no case greater than the standard collocation augmentation intervals.

### **Splitter Option 3: Splitter owned and provided by VERIZON**

In this configuration, VERIZON owns, inventories and maintains a splitter which it shall provide to AT&T on a line at a time basis.

2.11.5 AT&T will have the following options for testing shared Loops:

2.11.5.1 Under Splitter Option 1, AT&T may conduct its own physical tests of the shared Loop from AT&T's collocation area. If it chooses to do so, AT&T may supply and install a test head to facilitate such physical tests, provided that: (i) the test head satisfies the same NEBS requirements that VERIZON imposes on its own test head equipment or the test head equipment of any VERIZON affiliate; and (ii) the test head does not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the AT&T-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional AT&T-provided test head would be installed between the "line" port of the splitter and the POT bay in order to conduct remote physical tests of the shared loop.

2.11.5.2 Under Splitter Option 2, either VERIZON or a

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

2.11.5.3 Under either Splitter Option 1 or 2, if VERIZON has installed its own test head, VERIZON will conduct tests of the shared Loop using a VERIZON-provided test head, and, upon request, will provide these test results to AT&T during normal trouble isolation procedures in accordance with reasonable procedures.

2.11.5.4 Under either Splitter Option 1 or 2, VERIZON will make MLT access available to AT&T via RETAS after the service order has been completed. AT&T will utilize the circuit number to initiate a test.

2.11.5.5 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where AT&T has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, VERIZON and AT&T will each dispatch a technician to an agreed-upon point at the Main Distribution Frame (or in exceptional cases to an agreed upon site in the field) to conduct a joint meet test to identify and resolve the error or trouble. VERIZON may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that AT&T should reasonably have been able to isolate and diagnose through one of the testing options available to AT&T above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

2.11.5.6 VERIZON and AT&T each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or advanced service offerings. VERIZON will retain primary

responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the central office. AT&T will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data service of the other Party's Customer, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. VERIZON and AT&T will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.

2.11.5.6.1 When VERIZON provides inside wire maintenance services to the Customer, VERIZON will only be responsible for testing and repairing the inside wire for voice-grade services. VERIZON will not test, dispatch a technician, repair, or upgrade inside wire to clear trouble calls associated with AT&T's advanced services. VERIZON will not repair any CPE equipment provided by AT&T. Before a trouble ticket is issued to VERIZON, AT&T shall validate whether the VERIZON Customer is experiencing a trouble that arises from AT&T's advanced service. If the problem reported is isolated to the analog voice-grade service provided by VERIZON, a trouble ticket may be issued to VERIZON. VERIZON will repair inside wire affecting data performance problems isolated by AT&T.

2.11.5.6.2 In the case of a trouble reported by the Customer on its voice-grade service, if VERIZON determines the reported trouble arises from AT&T's advanced services equipment, splitter problems, or AT&T's activities, VERIZON will:

(a) Notify AT&T and request that AT&T immediately test the trouble on AT&T's advanced service.

(b) If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and AT&T has not cleared its trouble within a reasonable time frame, VERIZON, may with the consent of the customer, take unilateral steps to temporarily restore the Customer's voice grade service if VERIZON determines in good faith

that the cause of the voice interruption is AT&T's data service.

(c) Upon completion of steps (a) and (b) above, VERIZON may temporarily remove the AT&T-provided splitter from the Customer's Loop and switch port if VERIZON determines in good faith that the cause of the voice interruption is AT&T's data service.

(d) Upon notification from AT&T that the malfunction in AT&T's advanced service has been cleared, VERIZON will restore AT&T's advanced service by restoring the splitter on the Customer's Loop.

(e) Upon completion of the above steps, AT&T will be charged a Trouble Isolation Charge (TIC) to recover VERIZON's costs of isolating and temporarily removing the malfunctioning advanced service from the Customer's line if the cause of the voice interruption was AT&T's data service.

(f) VERIZON shall not be liable for damages of any kind for temporary disruptions to AT&T's data service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and the indemnification provisions set forth in Section 9.1 shall control in such instances.

#### 2.11.6 Line Splitting

##### 2.11.6.1 General Requirements

2.11.6.1.1 AT&T shall have the right to provide voice service (to any Customer who elects AT&T as its voice service provider) over the same loop that VERIZON, or any data affiliate of VERIZON or its parent company, or controlled subsidiaries, uses to provide data services to that Customer, without interruption or termination of services provided in the HFS. VERIZON agrees to continue to provide all existing data services in the HFS, on a prospective basis, to any Customer that chooses AT&T as their local service carrier for voice services and the retail Customer desires continuation of such service.

2.11.6.1.2 Whenever AT&T acquires a loop from

VERIZON that has existing data service operating in the HFS of the loop AT&T shall be charged for the entire UNE loop and VERIZON shall cease charging the existing data provider for utilizing the HFS of the UNE loop.

2.11.6.1.3 Whenever AT&T provides service utilizing an unbundled loop, either as part of UNE-P or otherwise, AT&T shall control the entire loop spectrum. In addition, AT&T has the right to offer services with the HF portion of the UNE loop either by itself or via an authorized Advanced Services Provider.

2.11.6.1.4 VERIZON, in conjunction with AT&T, shall institute procedures to allow AT&T or its authorized Advanced Services Provider to order HFS data capabilities on the AT&T UNE loop.

2.11.6.1.5 These additional features shall be billed to AT&T, or to an authorized Advanced Services Provider, per AT&T's direction.

2.11.6.1.6 VERIZON and AT&T shall jointly develop and engage in operational readiness testing and subsequently deploy mutually agreeable operational capabilities that deliver non-discriminatory support, whether compared to VERIZON operations or any affiliate of VERIZON (or the parent company) that provides comparable data service involving use of the HFS of a loop.

2.11.6.1.7 Splitter Options 1-3 described in Subsection 2.11.4 above shall also apply to Line Splitting.

#### 2.11.6.2 Procedural Requirements

2.11.6.2.1 Operational procedures shall address, without limitation, preordering, ordering, provisioning, maintenance and billing for Line Sharing and Line Splitting. Unless otherwise specified, support requirements will be equally applicable to both Line Sharing and Line Splitting. VERIZON agrees to comply with the requirements established in the NY collaborative. Both Parties reserve all rights and remedies under Applicable Law with respect to seeking resolution of matters that are not resolved pursuant to this Section.

#### 2.11.6.3 Authorized Advanced Services Partnering

## Arrangements

2.11.6.3.1 AT&T may identify one or more CLECs as its authorized Advanced Services Provider, on a central office by central office basis, that is authorized by AT&T to add, change or delete advanced services capabilities within the HFS of a local loop UNE employed or ordered by AT&T, or in connection with line-sharing of a resold VERIZON provisioned service for an AT&T Customer. In such instances, AT&T and VERIZON will agree on a method to allow authorized Advanced Services Providers to place orders on AT&T's behalf. Unless the authorized Advanced Services Provider follows the agreed-to procedure for placing orders on AT&T's behalf, VERIZON shall reject any order that seeks to utilize, modify or in any manner affect the operation of the UNE or resold loop employed or ordered by AT&T.

2.11.6.3.2 In addition to providing a list of the approved data CLECs as described in Section 2.11.6.3.1 above; AT&T, at its option, may inform VERIZON of these authorized Advanced Services Providers through other means, such as by an arranged assumption that if AT&T identifies the data CLEC on the order, then AT&T has an arrangement with the data CLEC.

2.11.6.3.3 Authorized Advanced Services Provider – A CLEC, or any other entity, with whom AT&T has a relationship to provide services in the HFS on AT&T's behalf.

### 2.11.6.4 Advanced Notification

2.11.6.4.1 VERIZON shall provide advanced notification to AT&T on no less favorable a basis than to its retail operations or to its affiliates, that identifies specifying when xDSL qualified loops and electronic loop qualification information access will be made available to its retail operations or to any affiliate of VERIZON.

### 2.11.6.5 Advanced Services Equipment Deployment

2.11.6.5.1 AT&T may directly deploy, or deploy through an affiliated third party, any advanced services equipment that operates within the PSD mask parameters



set forth in T1.413 or conforms to other generally recognized and applicable industry standards.

2.11.6.5.2 AT&T, at its option, may utilize a splitter provided by VERIZON or deploy its own splitter either directly or by utilizing an AT&T authorized Advanced Services Provider. Any splitter, regardless of the means of deployment, shall be compliant with all industry standards, including but not limited to, ANSI T1.413-1998 Annex E and NEBS safety standards.

2.11.6.5.3 VERIZON splitters shall be available to AT&T or its authorized Advanced Services Provider on a line at a time basis. AT&T or an AT&T authorized Advanced Services Provider will furnish the Connecting Facility Assignment (CFA) to VERIZON in order that VERIZON can connect the HFS (data) loop to the designated POI.

**2.12.1 Unused Transmission Media (re: DARK FIBER/COAX)  
[Section 2.12 - New Language] [CL] [ISSUE ATT-11]**

2.12.1 Unused Transmission Media includes dark fiber loops and interoffice transmission facilities, defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes the following. Unused Transmission Media is physical transmission media (e.g., optical fiber and coaxial cable) which is "in place" in VERIZON's network but is not being used to provide service. This is commonly referred to as spare coax, or Dark Fiber pairs.

2.12.2 Dark Fiber, one type of unused transmission media, is unused strands of optical fiber. Dark Fiber also includes strands of optical fiber existing in aerial or underground cables which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

**2.12.3 Requirements**

2.12.3.1 VERIZON shall offer all Unused Transmission Media to AT&T as an unbundled element in accordance with the prices set forth in Part IV of this Agreement.

2.12.3.2 VERIZON shall provide a single point of

contact (SPOC) for answering requests associated with unused transmission media.

2.12.3.3 If the requested fiber section has any intervening (i.e., lightwave repeater (regenerator or optical amplifier)) equipment interspliced to it VERIZON will remove such equipment at AT&T's request subject to time and charges required to remove this equipment.

2.12.3.4 VERIZON shall provide to AT&T information regarding the location, availability and performance of Unused Transmission Media within five (5) business days for a records based answer and ten (10) business days for a field based answer, after receiving a request from AT&T ("Request"). Within such time period, VERIZON shall send written confirmation of availability of the Unused Transmission Media ("Confirmation"). From the time of the Request to ninety (90) days after Confirmation, VERIZON shall reserve such requested Unused Transmission Media for AT&T's use and may not allow any other party to use such media, including VERIZON.

2.12.3.5 VERIZON shall make Unused Transmission Media available to AT&T within twenty (20) business days after it receives written confirmation from AT&T that the Unused Transmission Media previously deemed available by VERIZON is wanted for use by AT&T. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable AT&T to connect or splice AT&T provided transmission media (e.g., optical fiber) or equipment to the Unused Transmission Media.

2.12.3.6 VERIZON shall include forecasted AT&T requirements in the design and expansion of its network and capacity to accommodate requests under this Section 2.12.

#### 2.12.4 Requirements Specific to Dark Fiber

2.12.4.1 Dark Fiber shall meet the manufacturers' design specifications.

2.12.4.2 AT&T may test Dark Fiber leased from VERIZON using AT&T or AT&T designated personnel. VERIZON shall provide appropriate interfaces to allow interconnecting and

testing of Dark Fiber. VERIZON shall provide an excess cable length of twenty five (25) feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

### 3. Combinations.

3.1 VERIZON agrees to provide AT&T the Combinations listed below, provided, however, that when AT&T wishes to purchase a Combination, AT&T shall order the specific Network Elements that constitute such Combination according to the procedures set forth in Section 2.10 and in this Section 3 of Part II. The identification of these specific Combinations does not preclude either AT&T or VERIZON from identifying additional unbundled Network Elements or Combinations as contemplated in Section 2.9 of this Part II.

**3.1.1 "Basic Local Service Combination Excluding Operator Services and Directory Assistance".** This Combination is unique from Total Services Resale in that it is a Combination of the unbundled Network Elements listed below.

Specific Network Elements in the Basic Local Service Combination are as follows:

NID

Local Loop

Local Switching

Tandem Switching

Interoffice Transmission Facilities (Dedicated and VERIZON Shared Transport)

Signaling Systems and Call-Related Database Facilities (including all switch software features).

If the Basic Local Service Combination is ordered by AT&T without operator services and directory assistance, the VERIZON switch will route the call to the AT&T operator and directory assistance platform rather than to the VERIZON operator and directory assistance platform.

VERIZON shall also offer to AT&T the Basic Local Service Combination with VERIZON provided operator services and directory assistance.

**3.1.2 "Loop Combination".** VERIZON agrees to provide AT&T a Loop Combination consisting of the Network Elements listed below.

Specific inclusions in the Loop Combination are as follows:

NID

## Local Loop

**3.1.3 "Dedicated Circuits Combination".** Dedicated Circuits Combinations include dedicated transport and channel terminations. A channel termination is a dedicated type of circuit extending out to a Customer's premises.

**3.1.4 "Local Network Interconnection Combination".** The Local Network Interconnection Combination provides for the interconnection of an AT&T switch with the VERIZON network. The Local Switching function provided by VERIZON for purposes of this Combination is the termination of Reciprocal Compensation calls.

Specific inclusions in the Local Network Interconnection Combination are as follows:

Local Switching

Tandem Switching

Interoffice Transmission Facilities (Dedicated and VERIZON Shared Transport)

Signaling Systems and Call-Related Database Facilities

**3.1.5 "Loop/Network Combination".** In this Combination, either AT&T or another provider will provide the local switching.

Specific inclusions in the Loop/Network Combination are as follows:

NID

Local Loop

Interoffice Transmission Facilities (Dedicated and VERIZON Shared Transport)

Tandem Switching

Signaling Systems and Call-Related Database Facilities

**3.1.6 "Network Interface Device (NID) Plus Combination".** VERIZON agrees to provide the Network Interface Device in accordance with Section 2.9.2 above and other Network Elements required for the provision of local service to a Customer where AT&T or another carrier is the provider of the Local Loop. In this Combination, AT&T or another entity will provide the Local Loop and Local Switching.

Specific inclusions in the NID Plus Combination are as follows:

NID

Interoffice Transmission Facilities

Tandem Switching (possibly Local Switching)

4. **Unbundled, Extended (Unbundled-EE)** consists of a combination of an Unbundled, Prop. and Unbundled, Dedicated Transport, where the Unbundled, Dedicated Transport may include an additional 100%.

3.4.8. The Extended Dedicated Trunk Port consists of a combination of unbundled Dedicated Trunk Ports and Bundled Dedicated Transports, where such unbundled Dedicated Transports are provided multiplexing and does not require AT&T to collocate. The Extended Dedicated Trunk Port is dedicated to the use of AT&T long provisioning of local exchange and associated exchange access service (CE).

**3.3 VERIZON is responsible for the engineering, provisioning, and maintenance of the components in each Combination to ensure they are capable of supporting a grade of service at least at parity with that which VERIZON provides itself and its Customers.**

**3.4.1** When AT&T orders the Network Elements to be used in Combinations, VERIZON will accept a single, multi-parted service request. AT&T will be required to specify each Network Element to be used in such Combination, including any applicable options associated with each.

**3.4.2 VERIZON** agrees to unbundle its SS7 network to convey any type of message (currently provided or to be provided in the future when and where it becomes available in the VERIZON network) as required by the

Order (i.e., at an STP) between any and all signaling points necessary for the provision of those services. The VERIZON signaling network will provide access to all Network Elements connected to it and will support fully the functions of all Network Elements connected to it in support of these services as specifically included in this Agreement and necessary for the mutual provision of said services. This explicitly includes the use of the VERIZON signaling network to convey transient messages to another carrier connected to VERIZON's network in a manner that permits VERIZON to convey such messages. For example, to the extent permitted by law, VERIZON agrees not to block transient TCAP messages. VERIZON agrees to (i) allow AT&T freedom to select signaling points of interconnection, subject to the capacity of the VERIZON network and other network considerations, (ii) unbundle dedicated transport for signaling links from the VERIZON SS7 network and to satisfy physical diversity requirements based on the capacity and any measuring limitations of its SS7 network on the same terms and conditions that VERIZON provides to itself, (iii) enable call setup between AT&T local switching and signaling systems and the VERIZON switching and signaling systems, (iv) support CLASS features between the AT&T local network and VERIZON's network to the extent such compatibility exists on the Effective Date of this Agreement and thereafter as such compatibility may be expanded, and (v) provide the appropriate options to query VERIZON databases via this interconnection.

**3.4.3** VERIZON agrees to unbundle Tandem Switching in a manner that prevents the loss of any functionality when routing through the applicable tandem to the extent such functionality is provided for traffic routed through that tandem on the Effective Date of this Agreement and thereafter during the term or any renewal term of this Agreement. VERIZON agrees to preserve CLASS features and Caller ID as traffic is processed, to the extent the VERIZON network has the capability on the Effective Date of this Agreement and thereafter as such capability may be expanded, and to provide AT&T access to the VERIZON E911 tandems. AT&T acknowledges that certain CLASS features may not be passed between certain switch types which do not have such technical capabilities in the VERIZON network.

**3.4.4** VERIZON agrees to provide AT&T full cooperation and support to ensure AT&T's Customers are able to reach a PSAP. VERIZON will provide AT&T data on the type of emergency service (e.g., Basic 911, E911) that exists throughout the NY Region, as well as any geographical differences. AT&T agrees that it is responsible for initiating and maintaining its own relationships with PSAPs, and for any end user payments to townships, counties and municipalities associated with 911/E911 services. VERIZON agrees, however, that it will endeavor to assist AT&T

in establishing relationships with PSAPs.

**3.4.5** VERIZON shall perform testing and trouble isolation of all unbundled Network Elements provided by VERIZON, except for the Local Loop and line ports.

**3.4.6** In addition to any other rights that AT&T may have under this Agreement or at law, AT&T may purchase and VERIZON agrees to provide upon request, any combinations of unbundled Network Elements offered pursuant to VERIZON Tariff P.S.C. No. 916 (or any replacement or subsequent tariff), including, but not limited to, the unbundled Network Element platform ("UNE-P") and any lesser combinations of unbundled Network Elements ("Lesser Combinations"). The unbundled Network Element combinations made available pursuant to this Section 3.4.6, including, but not limited to, the UNE-P and Lesser Combinations, shall be as defined in the Tariff. The individual unbundled Network Elements that comprise any such combinations shall be as defined in this Agreement.

3.4.6.1. Where there is no applicable tariffed rate, Lesser Combinations will be available to AT&T at the sum of the tariffed rates for the individual unbundled Network Elements in the combination, plus any applicable supplemental charge that the Commission has approved for such combination. If there is no Commission-approved tariffed rate for a particular unbundled Network Element in a combination as of the time VERIZON provides such a combination to AT&T, then AT&T will pay the proposed tariff rate for such unbundled Network Element(s), subject to a true-up at the time the Commission approves or rejects the rates for such unbundled Network Element(s).

3.4.6.2 In accordance with the terms of this Section, VERIZON shall make available the unbundled Network Element combinations identified in the Prefiling Statement of Bell Atlantic of New York filed with the Commission in Case No. 97-C-0271 on April 6, 1998 ("Prefiling Statement") for not less than the respective periods of time, in the respective locations, and for the respective classes of customers identified in the Prefiling Statement. VERIZON may, from time to time, file modifications to such tariffs that are required by applicable law, but, except as specified in Section 3.4.6.5, below, shall file no modifications that reduce the availability of the aforementioned combinations.

3.4.6.3 Except for the description of the availability of the combinations of unbundled Network Elements offered under tariff, and any applicable "glue" charges for such combinations that

effectuate Section II of the Prefiling Statement, the rates, terms and conditions governing the provision of such combinations shall be as specified in this Agreement. Any other charges in VERIZON's tariffs will apply only if they are applicable under the Agreement.

3.4.6.4 Neither Party waives any rights or claims it may have regarding the legal necessity for, or the adequacy of the tariffed combinations of unbundled Network Elements referenced herein. Nothing in this Section 3.4.6 shall create or destroy any independent duty, contractual or otherwise, on the part of VERIZON to provide any particular combinations of unbundled Network Elements, except as may otherwise be provided by the Act, tariff, this Agreement or required by order of the Commission or the Federal Communications Commission.

3.4.6.5 If the Commission or a court of competent jurisdiction shall determine that VERIZON is not required to offer combinations of unbundled Network Elements that comply with the Prefiling Statement as set forth in the tariff[s], then the terms of this Section 3.4.6 shall become null and void on a prospective basis beginning with the date that amendments to the applicable tariff[s] withdrawing the availability of said combinations shall become effective; provided, however, the Parties shall work cooperatively in good faith to transition then existing combinations of unbundled Network Elements provided under this Section 3.4.6 to other service arrangements.

#### 4. MLT Testing

Except in exceptional circumstances, as stated below, when an AT&T customer served by AT&T using an unbundled Network Element Local Loop or any Combination containing a Local Loop reports a service problem to AT&T, AT&T shall perform Mechanized Loop Testing (MLT) on the Local Loop and line port prior to reporting the service problem to VERIZON. The Parties will work cooperatively to develop a list of exceptional circumstances in which AT&T need not perform an MLT test, which shall include, but not be limited to circumstances in which the service problem is due to a visually or otherwise readily identifiable service problem (e.g., a downed drop wire) or the applicable VERIZON systems needed to perform an MLT test are not operational. In addition, VERIZON, in its discretion, may perform MLT testing to diagnose a trouble. VERIZON will maintain all unbundled Network Elements provided by VERIZON to AT&T, including but not limited to the Local Loop (and line ports).



**5 Maintenance of Unbundled Network Elements [Entire Section 5  
New Language] [CB]**

If (a) AT&T reports to VERIZON a Customer trouble, (b) AT&T 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 AT&T shall pay VERIZON a charge set forth in Part IV for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by AT&T is not available at the appointed time. AT&T accepts responsibility for initial trouble isolation where technically feasible **ISSUE ATT-34** and providing VERIZON with appropriate dispatch information based on its test results. If, as the result of AT&T instructions, VERIZON is erroneously requested to dispatch to a site on VERIZON company premises ("dispatch in"), a charge set forth in Part IV will be assessed per occurrence to AT&T by VERIZON. If as the result of AT&T instructions, VERIZON is erroneously requested to dispatch to a site outside of VERIZON company premises ("dispatch out"), a charge set forth in Part IV will be assessed per occurrence to AT&T by VERIZON. VERIZON agrees to respond to AT&T 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 initiated Telecommunications Carrier.

5.1 VERIZON shall provide AT&T access to the mechanized loop test ("MLT"), where such capability is available, for maintenance and repair of the UNE-Platform. Where access to MLT is not available for UNE-Platform, VERIZON shall perform such testing at AT&T's request, and supply the test results to AT&T.

**6 Maintenance of Service with Unbundled Network Elements [Entire  
Section 6 New Language] [CB] [ISSUE ATT-34]**

6.1 VERIZON shall permit AT&T to substitute unbundled Network Elements (including Combinations) providing identical functionality for any services, as may be permitted by Applicable Law.

6.2 When any existing service employed by AT&T is replaced with Network Elements (including Combinations), VERIZON shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except at the request of AT&T.

6.3 Charges for the conversion of an existing service to Network Elements (including Combinations), if any, shall be as specified in Part IV.

6.4 AT&T may request the conversion of any existing service to Network Elements (including Combinations) by submitting a written or electronic notice including, if applicable, the circuit identification or other information sufficient to identify the services to be converted, and may request any number of conversions in a single notice. AT&T shall not be required to submit Local Service Requests or separate requests for each service to be converted. VERIZON shall facilitate all conversions requested by AT&T without disruption of service.

6.5 VERIZON agrees that with respect to all unbundled Network Elements (including Combinations) substituted for services:

6.5.1 Except where AT&T specifically requests that VERIZON physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by VERIZON of notice from AT&T, and recurring charges set forth in Part IV of this Agreement applicable to unbundled Network Elements shall apply as of such date. Where AT&T specifically requests that VERIZON physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, recurring charges set forth in Part IV of this Agreement applicable to unbundled Network Elements shall apply effective upon the earlier of (i) the date on which VERIZON completes the requested work or (ii) the standard interval for completing such work, regardless of whether VERIZON has in fact completed such work. VERIZON shall bill AT&T pro rata for the service being replaced through the date prior to the date on which billing at unbundled Network Element rates commences pursuant to this section.

6.6 Notwithstanding the foregoing, the following requirements shall apply to AT&T orders to (i) convert special access services to UNEs and (ii) commingle special access with UNEs on multiplexers:

6.6.1 Upon AT&T's request, Verizon shall convert special access circuits to UNEs upon AT&T's certification that the DS1 level and above circuits that it seeks to have converted carry some local traffic on at least 50% of the channels on the loop circuit. Upon receipt of such certification by AT&T, Verizon will bill for these converted circuits at the UNE rates set forth in Exhibit A whether or

not these circuits are connected to special access multiplexers or special access transport facilities. **CL ISSUE ATT-10**

6.6.2 Verizon shall permit AT&T to commingle special access and UNE loops on multiplexers and transport facilities. When some local traffic is carried on 50% or more of DS1 level and above loop channels that are connected to a multiplexer and transport facility, the multiplexer and transport will qualify for and be charged UNE rates as set forth in Part IV. In addition, the same maintenance and other service standards shall be applied by Verizon to UNE loops, multiplexers and transport, whether or not commingled access facilities, as is provided for special access circuits and multiplexers. No additional payment for Verizon's compliance with these standards shall be required unless ordered by the Commission. **CL ISSUE ATT-10**

**17 Cooperative Testing [Entire Section - New Language] [CL ISSUE ATT-10]**  
**ALT-32**

7.1 Cooperative Testing means that VERIZON shall cooperate with AT&T upon request or as needed to (1) ensure that the Network Elements and ancillary functions and additional requirements being provided to AT&T by VERIZON are in compliance with the requirements of this Agreement, and (2) test the overall functionality of various Network Elements and Ancillary Functions provided by VERIZON to AT&T in combination with each other or in combination with other equipment and facilities provided by AT&T or third parties, and (3) ensure that all operational interfaces and processes are in place and functioning properly and efficiently for the provisioning and maintenance of Network Elements and so that all appropriate billing data can be provided to AT&T.

7.2 VERIZON shall provide AT&T access for testing at any interface between a VERIZON Network Element or combinations and AT&T equipment or facilities. Such test access shall be sufficient to ensure that the applicable requirements can be tested by AT&T. This access shall be available seven (7) days per week, twenty four (24) hours per day. AT&T may test any interfaces, Network Elements and additional requirements provided by VERIZON pursuant to this Agreement.

## EXHIBIT A to Part II

### Bona Fide Request Process

1. The following process shall be used to promptly consider and analyze requests by AT&T for Network Elements and Combinations required to be provided under the Act which are not specifically identified in this Agreement. These requests by AT&T shall hereinafter be referred to as "Bona Fide Requests."
2. A Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element or Combination.
3. Within ten (10) business days of receipt, VERIZON shall acknowledge receipt of the Bona Fide Request.
4. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, VERIZON shall provide to AT&T a preliminary analysis in writing of such Bona Fide Request (hereinafter referred to as a "Preliminary Analysis") at no charge to AT&T. The Preliminary Analysis shall (i) state whether the Network Element or Combination requested by AT&T is readily or currently available, and if so, confirm that VERIZON will promptly offer access to the Network Element or Combination or (ii) provide an explanation that access to the Network Element or Combination is not technically feasible or available and/or that the request does not qualify as a Network Element or Combination that is required to be provided by VERIZON under the Act. In the case of clause (ii) above, the Parties shall undertake good faith negotiations to redefine the request, and in the event of impasse either Party may seek relief pursuant to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions of this Agreement.
5. Once the Parties have agreed that the provision of a Network Element or Combination requested in the Bona Fide Request is technically feasible and otherwise qualifies under the Act, if AT&T wishes VERIZON to proceed with developing the Bona Fide Request, it shall submit a written request for a quote and provide payment to VERIZON for the preparation of such quote (hereinafter referred to as a "BFR Quote"). Within 90 days of such request by AT&T to proceed and payment therefor, VERIZON shall complete the development of the BFR Quote for the Network Element or Combination requested in the Bona Fide Request, including availability, applicable prices and installation intervals.
6. Unless the Parties otherwise agree, the Network Element or Combination requested must be priced in accordance with Section 252(d)(1) of the Act.

7. Within ninety (90) days of its receipt of the BFR Quote, AT&T must confirm its order for the Bona Fide Request pursuant to the BFR Quote or seek relief pursuant to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions of this Agreement.

8. If a Party believes that the other Party is not requesting, negotiating or processing a 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 shall seek relief pursuant to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions of this Agreement.

9. AT&T may cancel its Bona Fide Request at any time upon written notice to VERIZON, subject to the following: (i) if such cancellation notice is received after the submission by VERIZON to AT&T of the Preliminary Analysis, but before AT&T requests a BFR Quote, AT&T shall not be liable to VERIZON for reimbursement of any costs incurred by VERIZON and (ii) if such cancellation notice is received after AT&T submits its request for a BFR Quote, but before the BFR Quote is rendered by VERIZON to AT&T, AT&T shall be liable to VERIZON for reimbursement of all actual costs incurred by VERIZON in connection with developing such BFR Quote up until its receipt of such notice of cancellation; provided, however, that if such notice of cancellation is received after the receipt by AT&T of the BFR Quote, the amount for which AT&T shall be liable pursuant to clause (ii) of this paragraph 9 shall not exceed the lesser of the actual costs incurred by VERIZON or the estimate in the BFR Quote plus 20%.

### PART III: SERVICE DESCRIPTION -- ANCILLARY FUNCTIONS

1. Intentionally Omitted

#### 2. Collocation [ATTNY, Part III]

2.1 Definition; Collocation is the right of AT&T to obtain dedicated space, power and other associated resources as provided herein in the VERIZON Local Serving Office (LSO) serving wire centers and tandem offices which are specified in NECA 4, as well as all other VERIZON premises as required under the Act and the Order ("Collocation Premises"), and to place equipment in such spaces to interconnect with the VERIZON network services and/or unbundled Network Elements and/or interconnect to any other interconnector located in such Collocation Premises through VERIZON facilities. Subject to Section 7.4 of the General Terms and Conditions of this Agreement, VERIZON shall provide to AT&T collocation of equipment necessary for interconnection and for access to unbundled Network Elements or Combinations according to applicable VERIZON tariffs, including, but not limited to P.S.C. No. ~~941MG~~, as in effect from time to time and the terms of this Agreement. On AT&T's written request, VERIZON will provide virtual collocation even if physical collocation is available but subject to and in accordance with applicable tariffs and the terms of this Agreement; provided, however, that VERIZON agrees not to voluntarily file any tariff provision with the Commission that is inconsistent with the position that virtual collocation is available upon request even if physical collocation is also available. The provisions of this Part III shall be applicable only to collocation for intrastate purposes. If AT&T requests collocation for interstate purposes, the same shall be governed by applicable FCC tariffs, and whether a purpose constitutes interstate or intrastate shall be determined according to applicable FCC rules and tariffs.

~~For the purpose of this Part III, any provision of this Part III and any provision of this Part III shall prevail over any provision of this Part III which is inconsistent with the provisions of this Part III.~~

#### 2.2 Technical Requirements

2.2.1 VERIZON shall provide, upon request by AT&T, a license to occupy space to meet AT&T's needs for placement of equipment, interconnection, or provision of service pursuant to the requirements in this Agreement.

2.2.2 Upon the Effective Date of the Agreement, VERIZON shall provide intraoffice facilities (e.g., DS0, DS1, and DS3 terminations) permitting electrical handoffs as requested by AT&T to meet AT&T's need for placement of equipment, interconnection, or provision of service. At such time that OC3, OC12, OC48, and STS1 intraoffice facility terminations become available in the Collocation Premises, they shall be made available to AT&T for its fiber handoffs.

2.2.3 The standard hours for AT&T equipment and cable installations in the collocated space shall be 9:00 AM to 5:00 PM, Monday through Friday. In those instances where AT&T may reasonably require expanded equipment and cable installation hours, it shall make such request not less than two business days prior to the requested date of access, which request shall be promptly reviewed by VERIZON and with respect to which VERIZON shall not unreasonably withhold its consent. Any such outside-standard-hours access to the collocated space or other associated VERIZON space for equipment installation is restricted to the collocation area and the entire cable route. For all other purposes, AT&T shall have access to its equipment 24 hours per day, 7 days per week. AT&T employees are not required to be accompanied by either a security guard or any other VERIZON employee while on VERIZON premises. (C) VERIZON shall provide AT&T with written security rules and regulations prior to AT&T's commencement of installation at the collocated space.

2.2.4 AT&T may install all equipment necessary for use of its network in the collocated space, including but not limited to, equipment for access to a bundled Network Element, whether such equipment includes software and/or hardware, provides enhanced services, or provides other functionalities. Equipment used to interconnect and access a bundled Network Element includes, but is not limited to, transmitters, equipment including, but not limited to, optical amplifiers, equipment and duplexers, digital signal processors, routers, asynchronous transfer mode multiplexers, and frame switching modules. (C) All RSMs and RLMs installed at VERIZON facilities shall be installed consistent with VERIZON requirements as set forth in Sections 2.2.31 through 2.2.34 of this Part III for such equipment (e.g., grounding requirements set forth in Appendix D); provided, however, that VERIZON shall not require AT&T's installation of equipment on the premises of the collocation area to comply with safety or equipment standards more stringent than the safety or equipment standards that VERIZON applies to its own equipment. (C)

2.2.5 VERIZON shall permit AT&T to interconnect with other carriers who have collocated space within the same VERIZON Collocation Premises (e.g., VERIZON shall not require AT&T to interconnect with other carriers outside the VERIZON Collocation Premises). Such AT&T to other carrier interconnection shall be accomplished, ~~at AT&T's option either via copper or optical facilities provided by AT&T or a third party or~~ **CB** VERIZON transmission facilities the price for which shall be established by applicable tariffs, including but not limited to P.S.C. No ~~9144110~~ or, if there shall be none, established on an individual case basis.

2.2.6 AT&T may select its own vendors for all required engineering and installation services associated with its collocated equipment (e.g., VERIZON shall not require AT&T to utilize VERIZON's internal engineering or installation work forces for the engineering and installation of AT&T's collocated equipment). AT&T's vendors shall be (i) on the then current VERIZON approved vendors' list which will be provided by VERIZON to AT&T upon the Effective Date of this Agreement and updated, as required, or (ii) considered by VERIZON for inclusion in such list, upon AT&T's request.

2.2.7 VERIZON shall provide basic telephone service with a connection jack when ordered by AT&T from VERIZON for the collocated space. Upon AT&T's request, this service shall be available at the AT&T collocated space within the same time frame in which VERIZON provides basic telephone service to its end-user Customers served from the same central office.

2.2.8 VERIZON shall provide adequate "stumble" lighting, ventilation, power, heat, air conditioning, and other environmental conditions for AT&T's space and equipment in compliance with Bell Communication Research (Bellcore) Network Equipment- Building System (NEBS) standards TREOP000063. AT&T may install its own AC/DC rack lighting in the collocation space, subject to applicable standards. Notwithstanding VERIZON's obligation herein to provide "stumble" lighting only, AT&T shall receive from VERIZON the same level of any greater lighting which VERIZON may provide to any other Telecommunications Carrier at the same Collocation area within the same Collocation Premises.

2.2.9 To the extent that it has and makes such facilities available to its own employees, in emergency situations, VERIZON shall provide access to washdown facilities within the Collocation Premises on a twenty-four (24) hours per day, seven (7) days per



week basis for AT&T personnel and its designated agents. AT&T employees and designated agents shall have standard access to restrooms in the Collocation Premises. If desired, AT&T shall provide its own portable eyewash stations within the collocated space.

2.2.10 Subject to its availability and technical feasibility, VERIZON shall provide all ingress and egress of fiber and power cabling to AT&T collocated spaces in compliance with AT&T's cable diversity requirements. The specific level of diversity compliance and AT&T diversity requirements for each site or Network Element will be provided in the collocation request and, if VERIZON determines that such compliance will result in added expense, AT&T shall be so advised and given an opportunity to decide whether or not it wishes to pay for said added expense.

2.2.11 VERIZON shall ensure protection of AT&T's proprietary Customer information in accordance with the provisions of Section 18 of the General Terms and Conditions of the Agreement.

2.2.12 VERIZON agrees that any collocation space furnished to AT&T hereunder will be in compliance with OSHA requirements. In the event AT&T becomes aware of any violation or noncompliance with OSHA in any collocation area, AT&T will so notify VERIZON and VERIZON shall remediate such situation as promptly as possible. In the event AT&T requests collocation space in Collocation Premises known to VERIZON to contain asbestos or other similar environmental condition, VERIZON shall give prompt verbal notification thereof to any one of the AT&T contacts provided to VERIZON, as required by subsection 2.2.20.5.

2.2.13 Except in the case of emergency situations, VERIZON shall provide AT&T with notice five (5) business days prior to those instances where VERIZON or its subcontractors will engage in significant work activities that may affect AT&T's collocation in the general area of the collocated space occupied by AT&T, or in the general area of the AC and DC power plants which support AT&T equipment. VERIZON will endeavor to inform AT&T by telephone of any emergency-related activity that VERIZON or its subcontractors may be performing in the general area of the collocated space occupied by AT&T, or in the general area of the AC and DC power plants which support AT&T equipment. Notification of any emergency-related activity shall be made as soon as possible so that AT&T can take any action required to monitor or protect its service. AT&T shall attach to its collocation

space cage in a visible and easily accessible location the AT&T methods of procedure (e.g., name and contact telephone number(s)) for 24-hour contacts to be made by VERIZON to AT&T under this subsection.

2.2.14 VERIZON shall prepare or cause to be prepared a basic drawing of the collocation space, which drawing shall specifically include (i) the dimensions of such space, (ii) the location and proximity of such space to any walls and other structures, (iii) the location of doors, ground bars and AC convenience outlets, (iv) the location of the VERIZON Point of Termination Bays, and (v) to the best of its knowledge without independent investigation, any physical obstructions which may have a material adverse effect upon the construction of the requested cage; provided, however, VERIZON will promptly notify AT&T in the event its becomes aware of obstructions not otherwise noted previously. Such drawings shall be provided by VERIZON at a time mutually agreed to by the Parties.

2.2.15 Except as otherwise provided in Section 2.4.57 below, VERIZON shall construct the collocated space in accordance with AT&T's reasonable request regarding location of AT&T collocation space cable access, ground bars, doors, and convenience outlets which construction shall be consistent with VERIZON's engineering standards for its own similar requirements. Convenience outlets will consist of 110 volts/20 amps feeding two duplex outlets per 100 square feet of collocated space. Any AT&T request which cannot be accommodated by VERIZON will be indicated on the final drawings prepared for such collocation space in accordance with this Part III.

2.2.16 AT&T and VERIZON will complete an acceptance walk-through of all collocated space requested from VERIZON. Exceptions to the final drawings (as such drawings may be modified by mutual agreement of the Parties) and in the Application for Collocation that are noted by AT&T during this acceptance walk-through shall be corrected by VERIZON generally within five (5) days after the walk-through but in no case more than ten (10) days thereafter except in those instances where significant space modifications are required (e.g., cage reconstruction). The correction of these exceptions from the original collocation request, which exceptions were not subsequently agreed to by AT&T, shall be at VERIZON's expense.

2.2.17 After acceptance of AT&T's request for collocated space the Parties shall mutually agree on a date for VERIZON to conduct a walk-through of the cable routes to be held prior to commencement of collocated space construction.

2.2.18 VERIZON shall provide detailed power cabling connectivity information including the sizes and number of power feeders to AT&T within five (5) business days of VERIZON's acceptance of the power provisioning bid associated with the furnishing of collocated space in accordance with AT&T's request therefor.

2.2.19 Intentionally Omitted.

2.2.20 AT&T shall request access to Collocation Premises for the purposes set forth in Section 2.2.1 of this Part III in accordance with the following procedures:

2.2.20.1 In order to request construction in collocated space, AT&T shall submit to VERIZON AT&T's Application for Collocation (Appendix B) and the applicable VERIZON tariff fee(s) (the date of receipt by VERIZON of such Application and fee(s) being hereinafter referred to as the "Start Date").

(A) Within eight (8) business days of receipt by VERIZON of AT&T's Application (provided the same shall be materially complete) and applicable tariff fee, VERIZON shall respond to such Application by indicating whether or not the request can be accommodated or by providing AT&T with a Collocation Schedule which shall set forth recurring charges and estimated design and construction costs and providing results of a site survey.

(B) Within two business days of receipt by AT&T of such detailed costs estimate, AT&T shall in writing accept or decline VERIZON's proposal and, if it shall accept such proposal, it shall concurrently with such acceptance provide VERIZON with (i) a payment equal to 50% of the total estimated cost or such other payment as shall be required in accordance with VERIZON's applicable tariff and (ii) an Insurance Certificate in the form of Appendix C.

(C) Except in the event that AT&T changes its Application for Collocation requirements after they have been accepted by VERIZON and such change would, in the reasonable judgment of VERIZON, cause a construction or other delay which would affect the turnover of collocated space (in which case the penultimate sentence of this subparagraph shall apply) or in the event of Special Circumstances (as defined below) detailed by VERIZON for AT&T, and subject to the circumstances contemplated by Section 14 (Force Majeure) of the General Terms and Conditions of this Agreement, the collocated space shall be constructed, made ready and turned over by VERIZON to AT&T within seventy-six (76) business days after the Start Date, except that in the event of Special Circumstances, such respective deadlines shall be extended by no more than an additional fifteen (15) business days (unless otherwise mutually agreed to by the Parties). The turnover interval shall be customized to reflect the specific collocated space design and construction work to be done. In those instances where AT&T changes its requirements which will affect the turnover of collocated space, the interval for construction and turnover of the collocated space shall be extended to reflect these changes upon mutual agreement of the Parties. For purposes of this subparagraph, the term "Special Circumstances" shall mean special, unusual or unanticipated conditions or circumstances arising out of or required by AT&T's Application for Collocation (excluding changes made by AT&T to such Application after such Application has been accepted by VERIZON) which could, in the reasonable judgment of VERIZON, cause a construction or other delay in the turnover of collocated space including, by way of illustration and without limitation, major construction obstacles, asbestos abatement procedures or uncustomary modifications to the Collocation Premises.

2.2.20.2 Any rights and remedies which AT&T may have as a result of a failure by VERIZON to comply with the collocation turnover requirements of Section 2.2.20.1 hereof shall be governed exclusively by the applicable tariffs, including, without limitation, by New York Telephone P.S.C.

No. ~~914 MC~~, as in effect from time to time, and shall be enforced, including any appropriate remedies, through the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement; provided however, that VERIZON shall provide timely provisioning of collocation arrangements and be subject to remedies for failure to do so, in conformance with revisions that VERIZON shall file in its applicable collocation tariff. Such revisions shall establish standard collocation provisions, including acceptable terms and conditions to establish appropriate liability and indemnification provisions. Upon such date that the revisions to PSC No. ~~914 MC~~ become effective, Tariff 900 is hereby expressly incorporated into this Agreement. Until the date that such revisions become effective in Tariff PSC No. ~~914 MC~~, the provisions in Exhibit A to Part III of this Agreement shall apply and shall supercede any conflicting provisions in Tariff 914.

2.2.20.3 Within five (5) business days after the approval by VERIZON of AT&T's Application for Collocation and payment by AT&T of the appropriate application fee(s), VERIZON shall provide the following information to AT&T to the extent not previously provided by VERIZON:

2.2.20.4 Work restriction guidelines;

2.2.20.5 VERIZON technical publication guidelines, if any, that impact the design of the AT&T collocated equipment. The Parties also agree that during the Application for Collocation review, cage construction and equipment installation processes each Party will provide the other with a single point of contact name and telephone number. Thereafter, each Party will provide the other with contact names and telephone numbers to the extent requested by the other Party and to the extent necessary to complete such processes and for ongoing collocation purposes; and

2.2.20.6 Escalation process for the VERIZON representatives (names, telephone numbers and the escalation order) for any disputes or problems that might arise pursuant to AT&T's collocation.

2.2.21 "Power," as referenced in this Part III, refers to any electrical power source supplied by VERIZON for AT&T equipment. It includes all superstructure, infrastructure, and overhead facilities, including, but not

limited to, cable, cable racks and bus bars. VERIZON will supply power to support AT&T equipment at equipment specific DC and AC voltage ranges. At a minimum, VERIZON shall supply power to AT&T at parity with that provided by VERIZON to itself for similar equipment requirements or to any third party. If VERIZON performance, availability, or restoration falls below industry standards set forth in subsections 2.3.5 through 2.3.7 herein, VERIZON shall bring itself into compliance with such industry standards as soon as technologically feasible.

2.2.21.1 Central office power supplied by VERIZON into the AT&T equipment area, shall be supplied in the form of power feeders (cables) on cable racking into the designated AT&T equipment area. The power feeders (cables) shall support the requested quantity and capacity of AT&T equipment within acceptable industry standards. The termination location shall be as requested by AT&T in the collocation space.

2.2.21.2 For a fee to be set forth in the applicable Collocation Schedule (Appendix A) and subject to payment of any amounts required pursuant to Section 2.4.20, VERIZON shall provide power as requested by AT&T and where technically feasible, to meet AT&T's need for placement of equipment, interconnection, or provision of service. Unless otherwise specifically requested by AT&T, VERIZON shall not provide any greater power capacity than is requested by AT&T in its application for Collocation. More specifically, Verizon shall provide and bill for DC power on a per amp-per month basis for each power as is ordered by AT&T. AT&T agrees that it shall furnish Verizon with written notice of any changes to collocation or collocation additions to its collocation space that will require modifications in AT&T's DC power requirements and shall modify its power requirements order to reflect any such changes. In addition, where AT&T seeks to have DC power provided to more than one equipment feed, its order for DC power shall specify whether the full amount of such power capacity as ordered shall be (a) divided equally between feeds or (b) allocated independently to each of the feeds. [C] [ISSUE]

2.2.21.3 The VERIZON power equipment supporting AT&T's equipment shall:

2.2.21.3.1 Comply with applicable industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation,

cabling practices, and physical equipment layout;

2.2.21.3.2 Have redundant power feeds with physical diversity furnished at additional cost to AT&T, and three (3) hour battery backup or, at minimum, at parity with that provided for similar VERIZON equipment;

2.2.21.3.3 To the extent technically feasible, in the determination of the applicable VERIZON vendor, and subject to the reimbursement by AT&T of any costs incurred by VERIZON or its vendor, provide, when made available by the vendor at the particular Collocation Premises, the capability for direct access to real time alarm data arising from conditions that may impact AT&T equipment in the collocation space, including but not limited to power plant alarms specific to the VERIZON power plants providing capacity to the batteries, distribution, fuses and bays within the AT&T collocation cage and environmental alarms. To the extent that access to alarm data is available in accordance with the terms of this subsection, VERIZON shall also require that the vendor provide AT&T with all available information which AT&T may utilize to connect to the alarms to establish remote access to the AT&T work center provided that (i) with respect to any existing vendor arrangements, the vendor shall have agreed to make such information available to AT&T and (ii) with respect to any new vendor arrangements, the agreement with such vendor shall require such vendor to provide AT&T with such information (and VERIZON agrees to request vendor to include such a provision in its agreement with VERIZON).

2.2.21.3.4 VERIZON will provide central office ground, connected to a ground electrode located at or on the outside of AT&T collocated space; the ground electrode shall be provided in accordance with accepted industry standards relating to central office grounding of transmission equipment (e.g., current standards provide that the ground electrode shall not be greater than 100 feet from the interconnector's cage); AT&T may affix a connection to the VERIZON provided ground bar in order to provide AT&T's own ground bar within the cage; and

2.2.21.3.5 For a fee to be set forth in the applicable Collocation Schedule (Appendix A), and where technically

feasible, provide feeder capacity and quantity to support the ultimate equipment layout for AT&T equipment in accordance with AT&T's collocation request.

2.2.21.3.6 VERIZON shall:

2.2.21.3.6.1 Pursuant to mutual agreement by the Parties, provide an installation sequence and access that reflects individual power requirements for each collocated space specifically with the understanding that AT&T typically desires that power be available before AT&T begins installing its equipment; VERIZON agrees that when AT&T installs its own BDFB equipment in the collocation space, said equipment may be powered prior to the installation of other AT&T equipment;

2.2.21.3.6.2 Provide power plant alarms that adhere to VERIZON standard practices;

2.2.21.3.6.3 Provide cabling that adheres to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TREOP000063; and

2.2.21.3.6.4 Provide Lock OutTag Out and other electrical safety procedures and devices in conformance with OSHA or industry guidelines.

2.2.21.3.7 VERIZON will provide AT&T with at least 24-hours prior notice of any scheduled AC or DC power work or related activity in the collocated facility that will or is likely to cause an outage or any type of power disruption to AT&T equipment located in the VERIZON facility. At all times prior to the date on which remote access is provided to AT&T pursuant to subsection 2.2.21.3.3 above, VERIZON agrees to provide promptly to AT&T telephone notification of the occurrence of all power failures or environmental conditions affecting any Collocation Premises within which AT&T maintains Collocated Space, which power failures or environmental conditions have the potential, in the reasonable determination of VERIZON, to adversely affect the operation of, or access to, AT&T's equipment located in



Collocated Space maintained by AT&T within such Collocation Premises. Notwithstanding the provisions of Section 17 of the General Terms and Conditions of this Agreement, notice under this Section 2.2.21.3.7 may be either written, oral or provided through electronic interface and will be provided to those persons designated pursuant to Section 2.2.20.5.

2.2.22 Intentionally Omitted.

2.2.23 If, under Section 2.4.57 below AT&T has the option to perform its own construction yet chooses to have VERIZON do such work or if the work must be performed by VERIZON hereunder, then for physical collocation VERIZON will design and construct, at AT&T's expense, a cage or room to establish a clear division between VERIZON's space and AT&T's collocated space.

2.2.24 VERIZON shall provide collocated space that is in material compliance with all Applicable Laws, including OSHA. VERIZON will notify AT&T of any non-compliant condition to the extent such condition is brought to VERIZON's attention, and shall promptly remediate such condition to the extent that such condition was caused by any negligent act or failure to act of VERIZON.

2.2.25 VERIZON shall be permitted to conduct inspections at irregular intervals of all or portions of the AT&T's facilities, to determine that occupancies are authorized and are installed and maintained in conformance with the required standards set forth in this Agreement. VERIZON will provide AT&T with five (5) days' advance notice of such inspections, and AT&T's representatives shall have the right to be present at the time of inspection.

2.2.26 After construction of the collocated space and to the extent that they may be reasonably required to accommodate AT&T's use of the collocated space, AT&T shall be permitted to conduct inspections at irregular intervals of all or portions of the VERIZON Local Serving Office or other VERIZON location(s) including but not limited to power cable runs, cable vaults, and cable risers used to connect AT&T's Customers or its power to AT&T's facilities. AT&T will provide VERIZON with five (5) day's advance written notice of such inspections, and VERIZON's

representatives shall have the right to be present at the time of inspection.

2.2.27 Subject to the satisfaction by AT&T of the conditions contained elsewhere herein, VERIZON grants AT&T a license to occupy:

- (i) the collocated space;
- (ii) space within the cable riser, cable rack support structure and cable vault designated by VERIZON; and
- (iii) space within the access conduit within the riser in the central office from the VERIZON cable vault to the AT&T cage.

The foregoing space requirements are more fully described in the applicable Collocation Schedules, if any, the form of which is attached hereto, made a part hereof and marked Appendix A, as well as any such Collocation Schedules which are later agreed to by the parties.

2.2.28 In connection with the collocated space made available hereunder, VERIZON will provide 110V A.C. power for convenience outlets, lighting for frames, and "stumble" lighting in the collocated space (as per Bellcore NEBS document TREOP000063). VERIZON will also provide 48 volt battery-backed D.C. power for AT&T's equipment. The charges for these items are listed in each Collocation Schedule. Notwithstanding VERIZON's obligation herein to provide "stumble" lighting only, AT&T shall be entitled to receive from VERIZON the same level of any greater illumination which VERIZON may provide to any other Telecommunications Carrier at the Collocation Premises.

2.2.29 In the event AT&T occupies more than one collocated space location within the same VERIZON Collocation Premises, AT&T will be permitted to interconnect its equipment contained in such collocated spaces. At these VERIZON Collocation Premises, for noncontiguous collocated spaces either VERIZON will provide to AT&T, at AT&T's expense, (i) cable racking between AT&T's collocated space locations using VERIZON designated supporting structures, and (ii) connecting cable installation or AT&T may

provide its own connecting facilities. VERIZON will provide the most direct collocated space connection route possible. For contiguous collocated spaces, AT&T will be responsible for supplying and installing the cabling and cable racking between such AT&T collocated space locations using VERIZON designated support structures.

2.2.30 AT&T shall be permitted to place in collocated space storage cabinets, cross connect frames and work surfaces (e.g., tables). However, in no event shall AT&T place flammable or hazardous materials in the collocation space. To help ensure the availability of sufficient space for other interconnectors, the storage cabinets and work surfaces shall not take up more than 50% of collocated space and shall meet VERIZON central office environmental standards (NIP 74165 VERIZON Central Office Environmental Requirements), in effect at the time of AT&T's equipment installation and as they may be modified from time to time, copies of which will be provided (including all updates), to AT&T at cost. AT&T shall be provided with a reasonable period of time after receipt of NIP 74165 updates to comply with their terms. AT&T will provide, install and maintain in collocated space any repeaters which may be necessary as a result of the physical distance between collocated space and the office premises terminations of the VERIZON network. VERIZON will employ the same procedures, aimed at minimizing this distance, as it does in conjunction with its own equipment.

2.2.31 All equipment permitted to be placed within AT&T's Collocated Space shall comply with Bellcore Network Engineering Building System (NEBS) General Equipment Requirements ~~to~~ ~~safe~~ (TREOP000063) in effect at the time of installation and as they may be modified from time to time; ~~provided, however, that~~ ~~AT&T's equipment must comply with these safety requirements~~ ~~anywhere as VERIZON's equipment at the subject premises also~~ ~~complies with said requirements~~. AT&T shall be provided with a reasonable period of time after any update of TREOP000063, to comply with its modified terms ~~related to safety~~.

2.2.32 AT&T's equipment and installation of AT&T's equipment shall comply with the VERIZON Information Standards for Central Office Installation and Removal Procedures (NIP74160) and with VERIZON Workmanship Requirement Profile, and VERIZON's central office engineering environmental standards (NIP74165), in effect at the time of installation, and as they may be modified from

time to time, as they relate to fire, safety, health, environmental, and network safeguards, copies of which will be provided (including all updates), to AT&T at cost. AT&T shall have the right to exceed the standards. AT&T shall be provided with a reasonable period of time after receipt of any NIP74160, 74165 updates, to comply with their terms.

2.2.33 AT&T's facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), and any governing authority having jurisdiction in effect at the time of installation and as they may be modified from time to time. All AT&T entrance facilities and splices shall comply with Bellcore Generic Specification for Optical Fiber and Optical Fiber cable (TRTSY00020), Cable Placing Handbook (NX620020912NY), Cable Splicing Handbook (NX620020911NY), Cable Maintenance Handbook (NX620020913NY), and General Information Tools and Safety (NY620020910NY) in effect at the time of installation, and as they may be modified from time to time, as they relate to fire, safety, health, environmental safeguards or interference with VERIZON services or facilities, copies of VERIZON documents will be provided (including all updates), to AT&T at cost. The AT&T collocated space equipment shall also comply with VERIZON's central office engineering, environmental and transmission standards in effect at the time of installation as they may be modified from time to time, as they relate to fire, safety, health, environmental safeguards, or interference with VERIZON services or facilities. Where a difference in specification may exist, the more stringent shall apply. AT&T's facilities shall not physically, electronically, or inductively interfere with VERIZON's or other interconnectors' or tenants' facilities. AT&T shall have the right to exceed any of the foregoing standards or technical requirements. With respect to the foregoing VERIZON standards documents which have been updated and provided to AT&T, AT&T shall be provided with a reasonable period of time after receipt of such updates to comply with their modified terms. Insofar as the NEC, NESC and OSHA requirements are concerned, AT&T shall be provided with a reasonable period of time after updates to those requirements, to comply with their modified terms.

2.2.34 While many of the standards and technical requirements for AT&T's cable, equipment and facilities are set forth in subsection 2.2.33 above, VERIZON reserves the right to reasonably specify

the type of cable, equipment and construction standards reasonably required in situations not otherwise covered in this Agreement. In such cases, VERIZON will furnish to AT&T, promptly when it becomes available, written material which will specify and explain the required construction.

2.2.35 All work for which AT&T is responsible shall be performed by VERIZON authorized vendors. Such authorization will not be unreasonably withheld or delayed.

2.2.36 VERIZON reserves the right to prohibit all equipment and facilities, other than cable, from its entrance manholes. No splicing will be permitted in Manhole "O". AT&T shall provide a length of underground fiber optic cable in Manhole "O" of sufficient length to be pulled through the VERIZON central office premises conduit and into the office premises cable vault splice location. AT&T is responsible for placement of the cable facility within Manhole "O". AT&T is responsible for the maintenance of the cable(s). VERIZON is responsible for maintaining its manholes.

2.2.37 AT&T is responsible for installing AT&T provided feeder cable in the conduit space. VERIZON may provide shared conduit with dedicated inner duct. AT&T will not be permitted to reserve space in the VERIZON office premises conduit. If new conduit is required, VERIZON will negotiate with AT&T to determine a further agreement to deal with the specific location.

2.2.38 AT&T is responsible for installing and maintaining a splice where its feeder cable meets its fire retardant inside riser cable within the VERIZON office premises cable vault or designated splicing chamber; the splice in the office premises cable vault shall be a mechanical splice, to avoid safety hazards; no fusion splicing will be permitted. VERIZON will provide space and racking for the placement of an approved secured fire retardant splice enclosure. AT&T shall tag all entrance facilities to indicate ownership.

To avoid unnecessary reinforcements or arrangements, AT&T agrees to size the facilities to meet three (3) year forecasted demand, where feasible. AT&T will be accompanied by qualified VERIZON representatives in all manhole and cable vault locations on a time and materials basis, as such hourly charges are specified in applicable tariffs, including but not limited to VERIZON's applicable collocation tariff and the Collocation Schedule(s). AT&T will have access to all manhole and cable vault locations as

required for installation and emergency maintenance repairs.

2.2.39 AT&T is responsible for placing its fire retardant riser cable from the VERIZON office premises vault to the collocated space. AT&T is responsible for providing fire retardant riser cables which shall comply with VERIZON practices and safety requirements for office premises cabling (TRNWT000409 and National Electrical Code) in effect at the time of installation and as they may be modified from time to time, as they relate to fire, safety, health and environmental safeguards, copies of which will be provided (including all updates), to AT&T at cost. AT&T shall be provided with a reasonable period of time after receipt of updates of the foregoing requirements documents, to comply with their modified terms. Within ten (10) days after VERIZON's confirmation of collocated space availability, VERIZON and AT&T will jointly determine the length of fire retardant cable needed to reach from the splice in the cable vault to AT&T's collocated space. Special arrangements will be agreed upon to meet unusual conditions such as midspan splicing requirements. VERIZON will allocate common riser ducts and common racking where possible. Added or special racking rearrangements requested by AT&T will result in time and materials charges as such hourly charges are specified in applicable tariffs, including but not limited to P.S.C. No. ~~94 MC~~, and Collocation Schedule(s). AT&T is responsible for all maintenance of its communication cables. Where diverse cable vaults permit diverse entrances into the VERIZON office premises by AT&T's cable, diverse, separated physically by a minimum of six (6) feet, and where space in such diverse entrances may be available, cable riser ducts and/or cable racking shall be provided by VERIZON.

2.2.40 Upon AT&T's request and where technically feasible and where space permits, VERIZON shall provide two (2) points of entry to the Collocation Premises.

2.2.41 VERIZON is also responsible for providing collocated space in accordance with the terms in subsection 2.4 below. AT&T will be responsible for accepting delivery, installation and maintenance of its equipment within the collocated space.

2.2.42 AT&T may not construct substantial improvements or make material alterations or repairs to the collocated space without the prior written approval of VERIZON, which approval VERIZON will not unreasonably withhold or delay. Nothing herein, however, shall

prevent AT&T from making minor improvements and/or nonmaterial alterations or repairs to the collocated space without notice to and approval from VERIZON.

2.2.43 VERIZON will designate point(s) of termination on cross connect frames or similar devices as the point(s) of physical demarcation between AT&T's facilities and VERIZON's facilities.

2.2.44 The cross connect frames where the point of termination(s) is located will be provided at or near the collocated space. AT&T will provide and be responsible for installing and maintaining the connection cabling and associated cross connections between the collocated space and the point of termination. VERIZON will provide and be responsible for installing and maintaining all facilities on the VERIZON side of the point of termination. AT&T will pay a Maintenance of Service Charge, as specified in VERIZON's applicable tariffs, including but not limited to P.S.C. No. 9121MG, whenever VERIZON personnel are required to identify a trouble as being on AT&T's side of the point of termination, e.g., in the connection cabling or associated cross connections.

2.2.45 If at any time VERIZON determines that either AT&T's equipment or its installation does not substantially meet ~~the~~ ~~equipment safety or installation~~ requirements outlined in this Agreement, AT&T will be responsible for the costs associated with the removal of equipment or modification of the equipment or installation to render it compliant. If AT&T fails to correct any noncompliance with these standards within sixty (60) days' written notice to AT&T, VERIZON may have the equipment removed or the condition corrected at AT&T's expense. If, during the installation phase, VERIZON reasonably determines any AT&T activities or equipment are unsafe or in violation of any applicable environmental or other laws or regulations specified in this Agreement, VERIZON has the right to immediately stop the work or place it on hold. However, when such conditions pose an immediate threat to the safety of VERIZON's employees, interfere with the performance of VERIZON's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities of VERIZON, VERIZON may perform such work and/or take such reasonable action that VERIZON deems necessary without prior notice to AT&T. The cost of said work and/or actions shall be borne by AT&T.

### 2.3 Technical References VERIZON and AT&T shall comply with the following

standards ~~except that A/E equipment shall not be required to comply with any NEBS performance standards. [CL]~~

2.3.1 Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electric Cables, Field Splices, and Connections for Nuclear Power Generating Stations.

2.3.2 National Electrical Code (NEC) use latest issue.

2.3.3 TANPL000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2, (Bellcore, January 1989).

2.3.4 .TREOP000063 Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988.

2.3.5 TREOP000151, Generic Requirements for 24, 48, 130, and 140 Volt Central Office Power Plant Rectifiers, Issue 1, (Bellcore, May 1985).

2.3.6 TREOP000232, Generic Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985).

2.3.7 TRNWT000154, Generic Requirements for 24, 48, 130, and 140 Volt Central Office Power Plant Control and Distribution Equipment, Issue 2, (Bellcore, January 1992).

2.3.8 TRNWT000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2, (Bellcore, July 1992).

2.3.9 TRNWT000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FRNWT000064), Issue 1, (Bellcore, December 1991).

2.3.10 TRNWT001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993.

2.3.11 Underwriters' Laboratories Standard, UL 94.

#### **2.4.....Other Requirements**



#### 2.4.1 Intentionally Omitted.

2.4.2 During the Term, as the same may be extended, AT&T may occupy the collocated space set forth in the Collocation Schedule(s). Occupancy for all space will be granted upon completion of the design and construction work including "cut down" of VERIZON cabling at the point of termination based on the requested interconnections identified by AT&T in its request for collocation. In the event that VERIZON is delayed in providing occupancy to AT&T for any reason other than the acts or omissions of AT&T which proximately give rise to the delay, AT&T shall not be obliged to pay the occupancy/power fees for such collocated space under this Agreement until the date VERIZON provides occupancy/power to AT&T.

2.4.3 VERIZON shall have the right to terminate a Collocation Schedule at any time with respect to collocated space area of the VERIZON office premises which becomes the subject of a taking by eminent authority having such power. VERIZON shall notify AT&T of such termination immediately after it receives notice of the taking, and shall also identify the schedule by which AT&T shall proceed to have AT&T's equipment or property removed from the collocated space and associated cable and conduit spaces. AT&T shall have no claim against VERIZON for any relocation expenses, any part of any award that may be made for such taking or value of any unexpired initial Collocation Schedule term or renewal periods that results from a termination by VERIZON under this provision, or any loss of business from full or partial interruption or interference due to any such termination. Nothing herein shall be construed as preventing AT&T from making its own claim against the eminent authority ordering the taking of the collocated space area of the VERIZON office premises for AT&T's relocation expenses.

2.4.4 AT&T may, without cause and for its convenience, terminate a Collocation Schedule as to any collocated space or portion thereof (in 100 sq. ft. decrements), cable and conduit space and D.C. power described in Appendix A by giving sixty (60) days' prior written notice to VERIZON. However, any remaining collocated space licensed under this Agreement may not be less than 100 square feet. AT&T is responsible for the costs of any such partial termination (e.g., reconstructing the collocated space).

2.4.5 AT&T shall have the option to renew its license to occupy any of its collocated space and associated cable and conduit space for the period(s) of time and on the terms and conditions to be mutually agreed upon by AT&T and VERIZON (the "Renewal Period"). The Renewal Period will

become the new term of the Collocation Schedule at the time of execution of an amendment thereto extending the period of occupancy. AT&T has the option to further renew at the end of each Renewal Period unless found to be in material breach of the terms and conditions of the Collocation Schedule and this Agreement. If agreement on renewal is not reached prior to the termination date, and the collocated space is needed for other interconnectors or VERIZON, VERIZON will so inform AT&T of that need and will provide AT&T with up to a three (3) months grace period in which to renew its license. The rates and fees applicable for that three (3) month period will be those set forth in this Agreement or, if there shall be an applicable tariff rate, in the applicable tariff rates, including but not limited to P.S.C. No. ~~9141MC1~~. If AT&T fails to renew before the expiration of the Collocation Schedule period of occupancy and if the collocated space is not needed by VERIZON or other interconnectors, VERIZON will permit AT&T to continue to occupy the collocated space on a month-to-month basis for a maximum of twelve (12) months in order to negotiate renewal terms and conditions. The rates applicable to this month-to-month license occupancy by AT&T shall be those set forth in this Agreement or, if there shall be an applicable tariff rate, in the applicable tariff rates, including but not limited to P.S.C. No. ~~9141MC1~~ rates. AT&T's option to renew its license to occupy the collocated space shall be contingent on the election by VERIZON to continue to own or lease the premises in which the collocated space is located for the duration of the Renewal Period(s), with such election to be exercised at the sole discretion of VERIZON. In no event may any period of occupancy (including any by AT&T Renewal Period) of any collocated space and associated cable and conduit space extend beyond the Term (as the Term may be extended by the Parties).

#### 2.4.6 Intentionally Omitted

2.4.7 AT&T shall provide VERIZON, together with a completed Application for Collocation as described in subsection 2.2.20 above, the applicable tariff application fee for each collocated space requested. This amount will be used to cover the cost of the preconstruction survey and other associated VERIZON activities.

2.4.8 VERIZON will process applications for collocated space occupancy on a first-come, first-served basis as determined through the receipt of the application fee in accordance with the provisions of subsection 2.4.7 above.

2.4.9 After receipt of AT&T's Application for Collocation and appropriate application fee(s) and upon request by AT&T, VERIZON will promptly

make available to AT&T, at cost, any VERIZON-specific technical specifications and VERIZON office premises security rules and regulations documentation which may be listed in this Part III. Updates to this documentation will be furnished to AT&T when they become available. VERIZON and AT&T agree to work cooperatively to develop an equipment layout (based on equipment dimension data furnished by AT&T) that complies with the specifications described in subsection 2.2.21.3 herein to be placed within collocated space, in order to minimize space requirements in a safe and economical manner. VERIZON also agrees that, within a reasonable period of time after VERIZON's acceptance of AT&T's collocation request, VERIZON and AT&T will conduct a walk-through of the planned AT&T cable path. VERIZON shall provide AT&T with sufficient information and access to the cable path so that AT&T may itself determine the length of cable required.

2.4.10 VERIZON will conduct a preconstruction survey for each AT&T request for collocated space to determine the availability of such spaces to accommodate AT&T's facilities.

2.4.11 If AT&T shall at any point during cage construction withdraw its request for collocated space or shall terminate this Agreement, it shall be liable to VERIZON for any and all construction costs incurred as of the date of such withdrawal or termination.

2.4.12 Intentionally Omitted.

2.4.13 In the event VERIZON determines that VERIZON's or any other entity's cable facilities in conduit cable spaces or VERIZON's office premises equipment need rearrangement to accommodate the facilities of AT&T identified in its Application for Collocation, VERIZON will advise AT&T of such proposed rearrangement, the estimated costs therefor and, upon AT&T's agreement, include said reasonable costs in the design and construction work charges. Best efforts will be made to minimize the cost of such rearrangements.

AT&T agrees to meet with VERIZON on an as-needed basis to review the design and construction work plans and schedules for the collocated space, and installation of AT&T's equipment within its collocated space.

2.4.14 Unless otherwise agreed to by the Parties in writing, the AT&T collocated space floor plan layout agreed to by AT&T and VERIZON shall not be changed substantially after a no-change freeze date which shall be mutually agreed to by the Parties.

2.4.15 Prior to beginning installation work or occupancy, the Parties shall sign the Design and Construction Work Completion Notice (Appendix E) indicating acceptance of design and construction work. VERIZON will render a final bill to reconcile the design and construction work estimate with actual costs when those changes are known. Payment of the undisputed charges is due within forty-five (45) days of receipt of the bill.

2.4.16 Before beginning any delivery, installation, replacement or removal work for equipment and/or facilities located within AT&T's collocated space, AT&T shall obtain VERIZON's written approval of AT&T's proposed scheduling of the work in order to coordinate use of temporary areas and other building facilities. VERIZON may request additional information before granting approval, and may require reasonable scheduling changes. Such approval will not be unreasonably withheld or delayed.

2.4.17 If VERIZON requires that there be any acceptance testing of AT&T's equipment installed in the collocated space, then any and all applicable testing procedures shall be mutually agreed to by the Parties and set forth in the applicable Collocation Schedule.

2.4.18 AT&T shall have the right to use a portion of the VERIZON office premises and loading areas on a temporary basis during AT&T's equipment installation work in the collocated space. AT&T is responsible for protecting VERIZON's equipment and office premises flooring within the staging area and along the staging route. AT&T will store equipment and materials within collocated space when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area(s). The temporary staging area will be vacated by AT&T and delivered to VERIZON in broom clean condition upon completion of AT&T's installation work, ordinary wear and tear excepted.

2.4.19 If VERIZON sells or leases the Collocation Premises with collocated space or any portion thereof to a third party, VERIZON shall require that third party to comply fully with the terms and conditions of this Agreement as it relates to the provision of collocation for a minimum period of one (1) year.

2.4.20 Within thirty (30) days of the receipt of the invoice therefor, AT&T shall pay all reasonable charges incurred by VERIZON for collocation, which charges shall be based on the applicable rates set forth in

VERIZON's applicable collocation tariff. Compensation to VERIZON for collocation charges shall also include (i) any special charges required as a result of the type of equipment AT&T wishes to collocate (including any equipment referred to in Section 2.2.4) provided that AT&T is advised of these charges prior to their incurrence, and (ii) any equipment required by VERIZON to be installed in order to prevent safety and quality problems (provided such preventative measures are not applied in an unreasonable and discriminatory fashion). Failure to make such payment after notice and opportunity to cure within fifteen (15) days after receipt of said notice, constitutes a material breach of this Agreement.

2.4.21 Fees are exclusive of any applicable telecommunications, utility or similar taxes. Those taxes will be applied, where applicable. AT&T agrees to pay or reimburse VERIZON for any applicable taxes that are levied based on the transactions hereunder. VERIZON agrees to provide AT&T with reasonable documentation to support billed amounts for taxes within sixty (60) calendar days after receipt of AT&T's written request.

2.4.22 The fees set forth in Appendix A are fixed for the term of the Collocation Schedule. Fees for any Renewal Period shall be negotiated and mutually agreed to by the Parties.

2.4.23 The fees delineated in Appendix A for design and construction work shall be paid by AT&T in accordance with the following milestones:

<u>Payment</u>	<u>Milestone/Event</u>
FIRST INSTALLMENT (50% of total estimate)	First Installment will be paid at the time AT&T accepts VERIZON's proposal pursuant to Section 2.2.20.1 of this Part III.
FINAL BILL (Reconciliation of Fees)	Final Bill will be rendered based upon actual costs and charges and is payable within forty-five (45) days of receipt of the bill, but no sooner than VERIZON's completion of design and construction work.

2.4.24 AT&T shall reimburse VERIZON for all repair or restoration costs to VERIZON's tangible office premises associated with damage or

destruction proximately caused by AT&T's personnel, AT&T's agents, or AT&T's suppliers/contractors or AT&T's visitors (other than VERIZON).

2.4.25 AT&T shall, at its sole cost and expense procure, maintain, pay for and keep in force insurance as specified in subsections 2.4.25.1 through 2.4.25.5 below, and underwritten by insurance companies licensed to do business in the State of New York having a BEST Insurance rating of at least AA-12. VERIZON shall be named as an additional insured on AT&T's insurance certificate. VERIZON shall also be named as a loss payee (as its interests may appear) on all applicable insurance policies required hereunder. AT&T's agreement to provide the certificate of insurance shall neither modify nor expand the liability limitations in this Agreement, nor shall such agreement to insure be construed as a pre-indemnification for any VERIZON claim or demand.

2.4.25.1 Comprehensive general liability coverage on an occurrence basis in an amount of \$2 million combined single limit for bodily injury and property damage, with a policy aggregate of \$2 million. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements;

2.4.25.2 Umbrella/Excess Liability coverage in an amount of \$5 million excess of coverage specified in subsection 2.4.25.1 above;

2.4.25.3 All Risk Property coverage on a full replacement cost basis insuring all of AT&T's real and personal property situated on or within VERIZON location(s);

2.4.25.4 Statutory Workers Compensation coverage; and

2.4.25.5 Employers Liability coverage in an amount of \$2 million.

2.4.26 All insurance shall be in effect on or before the occupancy date and shall remain in force as long as AT&T's facilities remain within any collocated space governed by this Agreement. If AT&T fails to maintain the coverage required by this Agreement, VERIZON may pay the premiums thereon and shall be reimbursed by AT&T for said premiums which have been paid. Any increase in insurance limits requested by VERIZON during a Renewal Period shall be subject to negotiations by the Parties.

2.4.27 AT&T shall submit its evidence of insurance prior to the commencement of the work called for in the Agreement. AT&T shall arrange for VERIZON to receive thirty (30) days advance notice of cancellation from AT&T's insurance company. Notice of any cancellation should be forwarded to Verizon, 1095 Avenue of the Americas, Room 3925, New York, New York 10036, Attention: Risk Management.

2.4.28.. AT&T shall also conform to the recommendation(s) made by VERIZON's fire insurance company which VERIZON has already agreed to or to such recommendations it shall hereafter agree to. Any such recommendations shall be immediately furnished to AT&T in writing, with any and all written updates promptly provided by VERIZON to AT&T from time to time. AT&T shall be given a reasonable amount of time to comply with the foregoing recommendations.

2.4.29 Failure to comply with the provisions of subsections 2.4.25 through 2.4.28 above after written notice by VERIZON to AT&T and an opportunity to cure said default within thirty (30) days after receipt of said notice, will be deemed a material breach of this Agreement.

2.4.30 Any mechanic's lien filed against the VERIZON office premises or the real property of which such office premises are a part for work claimed to have been done for, or materials claimed to have been furnished to AT&T, shall be discharged of record by AT&T within thirty (30) days thereafter, at AT&T's expense, by payment, deposit, bond or court order.

2.4.31 VERIZON may require AT&T to post a form of reasonable performance bond or security deposit if VERIZON determines, in its reasonable and sole judgment, that there is a credit risk associated with AT&T's ability to pay design and construction work/occupancy and power fees hereunder. If AT&T shall fail to pay any sum demanded by VERIZON as due under the provisions of this Part III, VERIZON shall have the right, without prior notice to AT&T forthwith, to apply any or all amounts on deposit with it for collocation to payment of the sum due, whether or not VERIZON exercises or has exercised any option it may have to terminate the applicable collocation arrangement. If any such amounts are applied to payment of sums due to VERIZON under this Part III, AT&T shall restore to its deposit the amounts so applied within thirty (30) days after notice to AT&T of such application.

2.4.32 The initial license granted to AT&T for collocated space is subject to a minimum requirement of 225 square feet and a maximum of 400 square feet per collocation cage. Additional space will be provided on an as-needed basis where feasible if AT&T's existing space is being

"efficiently used" as defined in subsections 2.4.34 and 2.4.35 below. AT&T can request additional space in increments of 25 square feet, unless otherwise agreed to by VERIZON, by completing a new Application for Collocation following the procedures described above. (c)

2.4.33 In connection with an existing collocated space license for a minimum of 25 square feet, AT&T has the option to reserve either 25 square feet or increments of 25 square feet of space in the same VERIZON office premises which will be partitioned at some future date ("Reserved Space") for a maximum total of 400 square feet per collocation cage. VERIZON will make best efforts to assign the Reserved Space so that it is contiguous with the collocated space. Reservation of space pertains only to floor space. AT&T may not reserve cable or conduit spaces. VERIZON will reserve the space until such time as VERIZON requires the Reserved Space. (c)

2.4.34 For purposes of this Agreement, "efficiently used" shall mean that substantially all of the floor space (no more than 50% used for storage cabinets and work surfaces in accordance with subsection 2.2.32 above) is taken up by AT&T's equipment, placed no greater than 20% above the minimum distances permitted by NEBS.

2.4.35 If collocated space is needed to accommodate other interconnectors or VERIZON's service to its end-user Customers, VERIZON will take back from AT&T collocated space that is not being "efficiently used" (except for 100 square feet of such space), upon ninety (90) days advance written notice to AT&T and any opportunity for AT&T, during this notice period to place equipment in the collocated space so that it is "efficiently used" and not subject to being taken back by VERIZON. However, AT&T shall have placed some equipment within that 100 square feet that it interconnected to VERIZON's network.

2.4.36 AT&T will supply VERIZON with a list of its employees or approved vendors who require access. The list will include social security numbers of all such individuals. All individuals shall be U.S. citizens.

2.4.37 VERIZON will issue non-employee photo identification for each AT&T employee/vendor listed in accordance with subsection 2.4.36 above. These cards will have a uniquely colored background. VERIZON will issue access cards to each listed employee/vendor where access card systems are available. This card will permit access to the location of AT&T's collocated space. AT&T is responsible for returning cards of its terminated employees/vendors. All cards shall be returned upon



termination of the applicable Collocation Schedule.

2.4.38 Where card access is not available, a VERIZON escort may be available at no cost to AT&T but shall not be [CB] required.

2.4.39 AT&T employee/vendor(s) shall display identification cards at all times.

2.4.40 VERIZON will provide, on a time and materials basis, card access to AT&T's collocated space where requested by AT&T and where access systems are available. Such time and materials charges are set forth in Appendix A.

2.4.41 Where AT&T provides the security device for its collocated space, AT&T will provide access for VERIZON in the event of an emergency and to perform its required housekeeping and equipment inspection activities. Any housekeeping and equipment inspection activities shall be conducted in the presence of AT&T's representatives.

2.4.42 During the installation phase, or for subsequent maintenance, AT&T or its approved vendor will have access to its collocated space and any room or area required by them to necessitate the installation. AT&T may be escorted, ~~at no charge~~, in areas outside its collocated space by qualified VERIZON employees for these occasions; provided, however, ~~that the absence of any such escort shall not serve to prevent AT&T from 24x7 access to its equipment at the collocation premises.~~ [CB]

2.4.43 In the event of work stoppages, separate entrances will be established for AT&T, where possible. This will assure that one Party's work stoppage does not impinge upon the other Party's normal work operations. Failure to provide such separate entrances shall not render VERIZON liable to AT&T for any claim for damages.

2.4.44 Upon termination of AT&T's license for its collocated space or any ~~sq. ft.~~ sq. ft. portion thereof, AT&T shall remove its equipment from that space within sixty (60) days. Upon removal by AT&T of all its equipment from the collocated space or portion thereof, AT&T shall restore that collocated space to a broom clean condition, normal wear and tear and removal of the cage excepted. Due to physical and technical constraints, removal of cable is at VERIZON's option.

2.4.45 Should AT&T wish to move equipment from one collocated space

to another, AT&T will be responsible for removing and transporting its equipment to the new site and installing it.

2.4.46 Should VERIZON need to install additional facilities in any conduit system in which AT&T occupies conduit space for the purpose of meeting its own service requirements or for providing for other interconnectors, VERIZON will, after notifying AT&T of the additional occupancy, use its best efforts to avoid rearrangement of AT&T's facilities, however, if such rearrangement cannot be so avoided, VERIZON shall rearrange AT&T's facilities in the conduit system as reasonably determined by VERIZON so that the additional facilities of VERIZON, or other interconnectors, may also be accommodated.

2.4.47 In an emergency, VERIZON will use reasonable efforts to notify AT&T, but nevertheless may rearrange AT&T's facilities occupying a conduit, manhole, cable vault, riser system or cable support structure without prior notification. Such rearrangement will be at AT&T's expense to the extent that such emergency is caused by any act or omission on the part of AT&T, its employees, agents, or vendors. Otherwise VERIZON, not AT&T, will be liable for the rearrangement expense.

2.4.48 Where AT&T intends to modify, move, replace or add to equipment or facilities within or about the collocated space after the first installation is complete and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), AT&T shall request and receive written consent from VERIZON. Such consent will not be unreasonably withheld or delayed.

2.4.49 AT&T will provide emergency access to its collocated space at all times to allow VERIZON to react to emergencies, to maintain the space (where applicable) and to ensure compliance with OSHA/VERIZON regulations and standards related to fire, safety, health, and environmental safeguards.

2.4.50 If the collocated space, cable space, or conduit space or any part thereof shall be damaged by fire or other casualty, AT&T shall give prompt notice thereof to VERIZON and the applicable Collocation Schedule shall continue in full force and effect except as hereinafter set forth.

2.4.51 If the collocated space, cable space or conduit space is partially damaged or rendered partially unusable by fire or other casualty not caused by AT&T, the damages thereto shall be repaired by and at the

expense of VERIZON. The occupancy/power fees, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the collocated space, cable space or conduit space which is usable.

2.4.52 If the collocated space, cable space or conduit space is totally damaged or rendered substantially unusable by fire or other casualty not caused by AT&T, then the occupancy/power fees shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the collocated space, cable space or conduit space shall have been repaired and restored by VERIZON, subject to VERIZON's right to elect not to restore the same as hereinafter provided.

2.4.53 If the collocated space, cable space, or conduit space is rendered wholly unusable through no fault of AT&T, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that VERIZON shall decide to demolish it or to rebuild it, then, in any of such events, either Party may elect to terminate the applicable Collocation Schedule by written notice to the other given within ninety (90) days after such fire or casualty specifying a date for the expiration of the said Collocation Schedule, which date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such notice the period of occupancy/Renewal Period of the Collocation Schedule shall expire as fully and completely as if such date were the date set forth above for the termination of said Collocation Schedule and AT&T shall quit, surrender and vacate the premises without prejudice however to each Party's rights and remedies against the other under the Agreement provisions in effect prior to such termination, and any occupancy/power fees owing shall be paid up to such date and any payments of license fees made by AT&T which were on account of any period subsequent to such date shall be returned to AT&T. Unless either party shall serve a termination notice as provided for herein, VERIZON shall make the repairs and restorations under the conditions of subsections 2.4.51 and 2.4.52 hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond VERIZON's reasonable control. After any such casualty, AT&T shall cooperate with VERIZON's restoration by removing from the collocated space as promptly as reasonably possible, all of AT&T's salvageable inventory and movable equipment, furniture and other property. AT&T's liability for occupancy/power fees shall resume upon occupancy by AT&T or thirty (30) days after written notice from VERIZON that the collocation space is restored.

2.4.54 AT&T's employees and vendors with access to VERIZON's

servicing wire center(s) shall at all times adhere to the rules of conduct established by VERIZON for the servicing wire center(s) and VERIZON's personnel and vendors, copies of which shall be provided to AT&T within a reasonable period of time following receipt of AT&T's request therefor.

VERIZON reserves the right to make changes to such procedures and rules to preserve the integrity and operation of VERIZON's network and facilities or to comply with Applicable Laws. VERIZON shall provide AT&T with thirty (30) days' prior written notice of changes to the procedures and rules to preserve the integrity and operation of the VERIZON network and facilities. In addition, since laws and regulations are beyond the control of VERIZON, VERIZON will provide AT&T with written notice to comply with Applicable Laws at the same time it notifies its own personnel and vendors.

In the event of a VERIZON work stoppage, AT&T's employees, authorized agents and contractors will comply with the emergency operating procedures established by VERIZON.

2.4.55 Nothing contained herein shall relieve either Party from liability that may exist as a result of damage from fire or other casualty caused by that Party's negligence or willful misconduct.

2.4.56 Both Parties agree and warrant that, in the performance of this Agreement, neither will discriminate or permit discrimination in employment against any person or group of persons on the grounds of sex, race, age, religion, national origin or handicap in any manner prohibited by the laws of the United States or any state or local government having jurisdiction.

2.4.57 To the extent VERIZON is not prohibited under Applicable Laws, VERIZON shall permit AT&T to subcontract the construction of physical collocation arrangements with contractors approved by VERIZON. To the extent any such subcontracting is permitted hereunder, VERIZON shall approve any contractors requested by AT&T based on the same criteria it uses in approving contractors for its own purposes and shall not unreasonably withhold or delay approval of such contractors.

2.4.58 VERIZON shall permit AT&T to physically collocate its own wave-  
lengths in the same facility where such collocation is not prohibited for  
technical reasons or because of space limitations. In which case  
VERIZON shall provide such collocation of such facilities as required  
where technically feasible. (3.5)

2.4.59 When AT&T and VERIZON are located in a condo building, AT&T shall be allowed to locate in AT&T's wire center equipment that enables AT&T to access VERIZON's unbundled Network Elements. Such equipment will be connected to VERIZON's unbundled Network Elements through a mid-span meet arrangement e.g., at the DSO, DS1, DS3, OC3, OC12, OC48, STS-1, STS-3c, and other rates that are established as an industry standard, subject to any technical limitations on the distance between wire centers. The equipment located in the condo space shall be treated as collocated equipment in all respects, including the right of AT&T to interconnect directly to other interconnectors in VERIZON's physical space. AT&T shall pay all costs (as defined in Section 252(d) of the Act) relating to any such mid-span meet arrangement and shall also be responsible for the connection between AT&T's wire center and VERIZON's facilities. Should AT&T elect to place a physical collocation in VERIZON's wire center, AT&T shall be allowed to cable directly between the AT&T wire center in the condo building to the AT&T collocation in VERIZON's wire center without having to go off premise. [CL]

2.4.60 When VERIZON demonstrates that space is legitimately exhausted at a location, then VERIZON will allow AT&T to collocate by constructing an adjacent controlled environmental vaults or similar structures to the extent technically feasible and subject only to reasonable safety and maintenance requirements. VERIZON will provide power and physical collocation services and facilities, subject to the same nondiscrimination requirements as traditional collocation arrangements. [CL]

2.4.61 At AT&T's request, VERIZON will make cageless collocation available to AT&T in single-bay increments. A cageless collocation is one in which AT&T collocates in any unused space that is conditioned to house it, including areas where VERIZON equipment is located. AT&T is not required to construct any enclosure of its equipment. [CL]

2.4.62 Shared Physical Collocation describes a situation in which AT&T and one or more CLECs will share a specific physical collocation that may be either Central Office or adjacent structure based. The shared space may be either caged or uncaged. Finally, the relationship between the CLECs will not be hindered or restricted by VERIZON. The parties involved will be billed no more than their proportional share of the costs for the space being shared. If space for Shared Physical Collocation is immediately available at the time of AT&T's and the sharing CLEC's request, VERIZON shall include in its notice to AT&T and the sharing CLEC (i) the space to be provided, and (ii) whether VERIZON can deliver the space by the date requested by the sharing parties. AT&T and the sharing CLEC shall pay VERIZON only a pro-rated cost for space.



preparation, security measures and other charges based on the percentage of total space actually used. [CL]

24.63. If AT&T requests virtual collocation, or if requested physical collocation space is not available at a collocation premises and AT&T elects virtual collocation, and such virtual collocation is available at the time of AT&T's request, VERIZON shall include in its notice to AT&T (i) the space to be provided and (ii) whether VERIZON can deliver the space to AT&T by the date set forth in Section 2.2.20.1 above. AT&T will retain ownership of AT&T equipment which may be virtually collocated. VERIZON is responsible for damages to AT&T's property which is virtually collocated on VERIZON property if such damage was caused by VERIZON. VERIZON shall allow periodic inspections of virtual collocation space where AT&T equipment is located. VERIZON shall ensure that all applicable alarm systems (e.g., power) that support AT&T equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified. Upon request by AT&T, VERIZON shall allow AT&T to perform all maintenance-related activity (e.g., change notices, intrusive maintenance, equipment updates, software updates, routine maintenance, etc.) on AT&T's collocated equipment. AT&T shall have access to said equipment under the rules applicable to approved vendors. VERIZON shall allow change notices and intrusive maintenance (e.g., extensive trouble shooting and repair that goes beyond circuit pack change outs) to be performed by the equipment vendor under contract to AT&T. VERIZON shall allow AT&T employees to install updates, including software updates, and perform routing maintenance. VERIZON shall use the latest documentation provided by AT&T in either hard copy or electronic form when performing work on AT&T equipment. VERIZON shall follow applicable AT&T guidelines when working on AT&T equipment. [CL]

24.64. Other than reasonable security restrictions, VERIZON shall place no restriction on access to the AT&T collocated space by AT&T's employees and designated agents. Such space shall be available to AT&T designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those VERIZON places on its own personnel or independent contractors. [CL]

### 3. Rights of Way [Entire Section 3 - New Language] [CB]

3.1 To the extent required by Applicable Law and where facilities are available, each Party shall provide to the other Party access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement

between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's license agreements.

**Intentionally Omitted (CL)**

#### Exhibit A to Part III

1. If the Turnover Failure shall occur during the twelve (12) month period commencing on the Start Date, (A) there shall be no damages payable by VERIZON to AT&T if this shall be the first Turnover failure or (B) the damages payable by VERIZON to AT&T shall consist of AT&T's Compensatory Damages (as defined below), if this shall be the second Turnover Failure to occur during such period or (C) the damages payable by VERIZON to AT&T shall consist of AT&T's Compensatory Damages plus the aggregate amount which AT&T shall be required to pay to VERIZON for construction of the collocated space in respect of which such Turnover Failure shall have occurred shall be reduced by 10%, if this shall be the third Turnover Failure to occur during such period or (D) the damages payable by VERIZON to AT&T shall consist of AT&T's Compensatory Damages plus the aggregate amount which AT&T shall be required to pay to VERIZON for construction of the collocated space in respect of which such Turnover Failure shall have occurred shall be reduced by 20%, if this shall be the fourth Turnover Failure to occur during such period or (E) the damages payable by VERIZON to AT&T shall consist of AT&T's Compensatory Damages plus the aggregate amount which AT&T shall be required to pay to VERIZON for such construction of the collocated space in respect of which such Turnover Failure shall have occurred shall be reduced by 30%, if this shall be at least the fifth Turnover Failure during such period.

2. If the Turnover Failure by VERIZON shall occur after the twelve (12) month period commencing on the Start Date (the "Subsequent Period") and there shall have occurred a Turnover Failure within such first twelve (12) month period, then (A) the damages payable by VERIZON to AT&T shall consist of AT&T's Compensatory Damages, if this shall be the first Turnover Failure during the Subsequent Period or (B) the damages payable by VERIZON to AT&T shall consist of AT&T's Compensatory Damages plus the aggregate amount which AT&T shall be required to pay to VERIZON for construction of the collocated space in respect of which such Turnover Failure shall have occurred shall be reduced by 10%, if this shall be the second Turnover Failure to occur during the Subsequent Period or (C) the damages payable by VERIZON to AT&T shall consist of AT&T's Compensatory Damages plus the aggregate amount which AT&T shall be required to pay to VERIZON for construction of the collocated space in respect of which such Turnover Failure shall have occurred shall be reduced by 20%, if this shall be at least the third Turnover Failure to occur during the Subsequent Period.

3. For purposes of this Section 3 of this Exhibit A, the term "Compensatory Damages" with respect to any Turnover Failure shall mean the actual out-of-pocket loss, costs and expenses reasonably incurred by AT&T directly related to such Turnover Failure (but excluding in any event Consequential Damages). Any reduction in payments by AT&T to VERIZON under a collocation cage contract shall be applied against payments due in inverse order of the due dates thereof and shall not be cumulative. Notwithstanding the foregoing, if there shall have been no Turnover Failure by VERIZON within any twelve (12) month period, then the provisions of paragraphs 1 and 2, above, shall be void and of no force and effect with respect to any Turnover Failure occurring from and after the end of such twelve month period.



APPENDIX A  
COLLOCATION SCHEDULE

CONTRACT # \_\_\_\_\_

CAGE # \_\_\_\_\_

PARTITIONED SPACE # \_\_\_\_\_  
(ACTL #)

THIS COLLOCATION SCHEDULE IS MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 19 \_\_\_\_,  
AND SUBJECT TO ALL DEFINITIONS, TERMS AND CONDITIONS OF THE  
INTERCONNECTION AGREEMENT DATED \_\_\_\_\_, 19 \_\_\_\_, BETWEEN  
VERIZON AND \_\_\_\_\_ (INTERCONNECTOR).

A. APPLICATION FEE FOR OCCUPANCY \$ \_\_\_\_\_

B. COLLOCATION SPACE(S) MONTHLY LICENSING FEES

VERIZON CENTRAL OFFICE

\_\_\_\_\_  
FLOOR: \_\_\_\_\_

RATES AND FEES - SPACES:

	A	B	(AXB)	MONTHLY
	<u>RATE</u>	<u>AREA</u>	<u>ANNUAL</u>	<u>LICENSE</u>
1. PARTI- TIONED SPACE	_____	_____	<u>LICENSE FEE</u> _____	<u>FEE</u> _____
2. CABLE SPACE	<u>RATE</u>	<u># OF FIBER</u>	<u>ANNUAL</u>	MONTHLY
		<u>CABLES</u>	<u>LICENSE FEE</u>	<u>LICENSE</u>
				<u>FEE</u>

POWER FEES DESCRIBED ABOVE.

\$ \_\_\_\_\_ TOTAL ANNUAL    \$ \_\_\_\_\_ TOTAL PER MONTH

TIME AND MATERIALS    \$ \_\_\_\_\_

ESCORT FEE    \$ \_\_\_\_\_

C. COLLOCATION SPACE(S) NON RECURRING CHARGES

1. DESIGN AND CONSTRUCTION

THIS SCHEDULE DEPICTS THE ACCOUNTING OF THE DESIGN AND CONSTRUCTION WORK ESTIMATE FOR WORK VERIZON SHALL ARRANGE, MANAGE, AND PERFORM TO EITHER CONSTRUCT OR PREPARE THE PARTITIONED SPACE, CABLE SPACE, VAULT SPACE, AND CONDUIT SPACE FOR TURNOVER TO THE INTERCONNECTOR FOR OCCUPANCY AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INTERCONNECTION AGREEMENT. THE FOLLOWING CHARGES APPLY:

TOTAL ESTIMATE

\$ \_\_\_\_\_

FIRST INSTALLMENT

(50% OF ESTIMATE)

\$ \_\_\_\_\_

2. SECURITY FEE

THE AMOUNT OF \$ \_\_\_\_\_ (AT THE VALUE OF SIX MONTHS OF OCCUPANCY FEES) SHALL BE HELD BY VERIZON FOR THE DURATION OF THE AGREEMENT AND SHALL BE RETURNED TO THE INTERCONNECTOR, WITH INTEREST AS DESCRIBED HEREIN, AND, UPON COMPLETION OF THIS AGREEMENT LESS ANY AMOUNTS DUE AND OWED BY THE INTERCONNECTOR AT THE TIME OF TERMINATION.

D. TURNOVER OF SPACE(S)

THE INTERVAL FOR TURNOVER OF SPACES SHALL BE IN ACCORDANCE WITH THE TERMS OF THE INTERCONNECTION AGREEMENT.

E. TERMS

THE TERM OF THIS AGREEMENT SCHEDULE SHALL COMMENCE AS OF THE OCCUPANCY DATE.

NOTE:

1. THE TOTAL ESTIMATE IS BASED ON KNOWN COSTS PRIOR TO DETAILED ENGINEERING REVIEW. A FINAL BILL WILL BE RENDERED TO RECONCILE THE ESTIMATE WITH THE ACTUAL COSTS. VERIZON SHALL INFORM INTERCONNECTOR OF ANY ADDITIONAL COSTS WHICH COULD SIGNIFICANTLY ALTER THE FINAL BILL FROM THE TOTAL ESTIMATE AS THESE COSTS BECOME KNOWN.

APPROVED BY:

\_\_\_\_\_  
(INTERCONNECTORS NAME) VERIZON

\_\_\_\_\_  
NAME - TYPE OR PRINT

\_\_\_\_\_  
NAME - TYPE OR PRINT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Appendix B  
Application for Collocation

Appendix C  
Form of Insurance Certificate

Insurance Certificates meeting the requirements of this Agreement will be submitted per collocation request.

Appendix D  
Technical References and Generic Criteria  
for Network Telecommunication Equipment

~~Applicable for safety purposes only. (CL)~~

Technical References:

GR-003 Network Equipment Building Requirements

TR-NWT-001089 - Electromagnetic Compatibility and Electrical Safety

Generic Criteria for Network Telecommunication Equipment

TR-NWT-000078 - Generic Physical Design Requirements for Telecommunications Products and Equipment.

TR-NWT-00513 - Power & Isolated Ground Planes.

TR-NWT-000295 - Isolated Ground Planes Definition & Application to Telephone Central Offices

NIP-74160 - VERIZON Information Standards for Central Office Installation and Removal Procedures.

NIP 74162 - VERIZON Information Standards for Central Office Grounding

Appendix E

Form of Design and Construction Work Completion Notice



## **PART IV: PRICING SCHEDULE [New Language] [CC]**

### **INTRODUCTION TO NEW YORK PRICING SCHEDULE**

Part IV contains rate elements, rates, rate structures, and rate application rules applicable to the services identified in this Agreement.

Except as otherwise provided for in this Agreement, at such time as the New York Public Service Commission (i) approves permanent rates in NYPSC Case Nos. 95-C-0657, 94-C-0095 or 91-C-1174, or any other such cost case that may be brought during the term of this Agreement, or (ii) otherwise allows rates to become effective after AT&T has had an opportunity to contest such rates (both (i) and (ii) hereinafter referred to as "Effective Rate Changes"), such Effective Rate Changes shall apply to any network element or service provided by VERIZON to AT&T under this Agreement.

If the Commission approves additional or different rates and/or rate structures at a later time as Effective Rate Changes, unless otherwise agreed to by the Parties herein, such rates and/or rate structures established by the Commission shall become the rates and/or rate structures at the time specified by the Commission (or, if no time is specified, upon the effective date of the Commission's Order) under this Agreement.

The Parties agree that those rates and/or rate structures shall be applied prospectively only; provided, however, that if the Commission specifically orders otherwise the Parties shall comply with the terms of such Order.

Nothing herein shall prevent either Party from seeking Commission action through appropriate cost proceedings to increase, decrease, eliminate or change rates and /or rate structures in this Agreement.

**B. OTHER RATES**

**I. Reciprocal Compensation**

See ~~Subsections B 12, XVII and XVIII MC~~ for Network Element rates.

End Office Rate ("Meetpoint A"):

Local Switching Usage Rate  
+ Local Switching Common Trunk Rate  
End Office Rate

Tandem Rate ("Meetpoint B"):

End Office Rate  
+ Tandem Switching Usage  
+ 2 Tandem Common Trunk Rates  
+ Common Transport  
Tandem Rate

A credit will be given for one Tandem Trunk if a dedicated tandem port is used.

## **II. Intrastate Physical Collocation**

Pending approval of rates and/or rate structures filed for intrastate physical collocation, all intrastate physical collocation services shall be charged by VERIZON at rates found in the NYPSC No. 914 Tariff, as amended from time to time as Effective Rate Changes.

## **III. Information Services Billing and Collection**

- A. Information Service Billing Fee ("IP B&C Fee") \$0.05 per call
- B. Variable-rated Information Services rates:
  - (1) Access to VERIZON IP Switching Platform \$0.03 per minute of use
  - (2) VERIZON IP Rating Service \$0.03 per message

## **IV. Transit Service**

### **A. Tandem Transit Service**

The rate for Transit Service is based upon the rates set forth in NYPSC No. 914 Tariff, as amended from time to time as Effective Rate Changes.

### **B. Dedicated Transit Service**

The rates for Dedicated Transit Service are as set forth in NYPSC No. 914 Tariff, as amended from time to time as Effective Rate Changes.

## **V. Reserved.**

## **VI. Unbundled Database Access**

### **A. 800/888 Database**

Reciprocal Compensation (refer to I above) (charged to originating Party).

800 Database inquiry: as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes.

### **B. LIDB**

LIDB Database Query as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes.

## **VII. Unbundled Local Loops ("ULL")**

Rates for all ULL types are as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes, subject to the provisions of Part II of this Agreement.

## **VIII. Unbundled Network Interface Device**

Rates for unbundled network interface device as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes, subject to the provisions of Part II of this Agreement.

## **IX. Unbundled IOF**

Rates for all unbundled IOF elements are as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes, subject to the provisions of Part II.

## **X. Unbundled Common Channel Signaling and Call-Related Database Access**

Rates for all unbundled Common Channel Signaling and Call-related Database Access are as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes, subject to the provisions of Part II.

## **XI. 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 the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes, subject to the provisions of Part II and Section 12 of this Agreement.

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 the NYPSC No. 915 Tariff, as amended from time to time as Effective Rate Changes, subject to the provisions of Part I and Section 12 of this Agreement.

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 the NYPSC No. 914 Tariff, as amended from time to time as Effective Rate Changes, subject to the provisions of Attachment 2 and Section 12 of this Agreement.

## **XII. 911/E911 Interconnection**

Rates for interconnection to VERIZON 911 or E911 hub tandem and access to subtending PSAPS are as set forth in the NYPSC No. 914, as amended from time to time as Effective Rate Changes.

### **XIII. Wholesale Discounts**

Wholesale discounts are as set forth in the NYPSC Tariff No. 915, as amended from time to time as Effective Rate Changes.

Month- to- month discounts:

- A. Where AT&T purchases VERIZON-provided Operator Services
  - (1) Business
  - (2) Residence
- B. Where AT&T does not purchase VERIZON Operator Services
  - (1) Business
  - (2) Residence

### **XIV. Directory Assistance and Operator Services**

Rates for Directory Assistance and Operator Services are as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes. With respect to Directory Assistance Call Completion (DACC), Inward Operator Services, 0+/-Mechanized Operator Calls, and 0-/- Operator Handled Calls, these rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges set forth in the NYPSC No. 916 Tariff, as amended from time to time.

#### **A. Directory Assistance**

Rates are as set forth in the NYPSC No. 916 Tariff, as amended from time to time, as Effective Rate Changes.

#### **B. Inward Operator Services#**

Rates are as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes.

#### **C. 0+/-Mechanized Operator Calls #**

Rates are as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes.

**D. 0- Operator Handled Calls #**

Rates are as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes.

**E. Operator Emergency Bulletin Service**

- Per 132 LATA bulletin, per year \$81.18
- Per each other LATA bulletin, per year \$0.00

**F. TOPS Trunk Ports**

Rates are as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes.

**G. IOF mileage for Dedicated Trunk**

Rates are as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes.

**XV. Customer Usage Detail Charges**

Rates for Customer Usage Detail are as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes. These rates shall be charged by VERIZON only in those instances where AT&T, at its option, places an order for this service. A single record processing/recording charge shall be billed for each call Customer Usage Detail record (message). There shall be no separate record processing charge for the header or trailer on each call record. [OE]

**XVI. Time and Materials Charges**

Rates for Time and Materials are as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes.

**XVII. Unbundled Local/Packet Switching**

Rates for all unbundled local/packet switching elements are as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes, subject to the provisions of Part II. The Usage Detail Recording rates in Section 5.6.1.7(H) of NYPSC Tariff No. 916 shall apply only in those cases where AT&T has exercised its option to purchase Custom Usage Detail under Section 5.6.1.5 of NYPSC Tariff No. 916.

### **XVIII. Unbundled Tandem Switching**

Rates for all unbundled tandem switching elements are as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes, subject to the provisions of Part II.

### **XIX. Network Interface Device (NID)**

<b>NETWORK INTERFACE DEVICE (NID)</b>	
Time: first 30 minutes	Per NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes.
Subsequent 30 minutes (period or part)	
TC not ready (per occasion)	
2 Wire NID (per NID/ month)	
4 Wire NID (per NID/ month)	
DS1 NID (per NID/month)	

### **XX. House and Riser**

<b>House and Riser</b>	
Building access (per pair/ month)	Per the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes.
Floor access (per pair) (per floor/ month)	
Building setup service (per 50 pairs)	

<b>House and Riser Installation</b>	
Time: first 30 minutes (period or part)	Per the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes.
Subsequent 30 minutes (period or part)	
TC not ready charge (per occasion)	

### **XXI. Unused Transmission Media (Dark Fiber)**

Rates for all dark fiber elements are as set forth in the NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes, subject to the provisions of Part II.

### **XXII. xDSL Services**

Rates for all xDSL elements (i.e., Digital Designed Loops) are as set forth in NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes, subject to the provisions of Part II.

### **XXIII. Line Sharing and Line Splitting Charges**

Rates for line sharing and for the use of VERIZON splitters are as set forth in NYPSC No. 916 Tariff, as amended from time to time as Effective Rate Changes, subject to the provisions of Part II.

### **XXIV. Rate Application Rules**

Rate application rules for all services are as set forth in the applicable VERIZON NYPSC Tariffs, as amended from time to time as Effective Rate Changes, subject to the applicable provisions of this Agreement (including but not limited to the Rate Application Rules below) and the Call Flow Diagrams (Exhibit A to Part IV) **GG**.



## RATE APPLICATION RULES

### 1. General

- a) Rates for elements, services or activities not listed in this Part IV shall be applied pursuant to tariffs or Commission approved rates (subject to any applicable wholesale discount rate, with respect to Local Services, and appropriate cost methodology, for unbundled Network Elements and other services) or, if there shall not be a tariff or Commission approved rate covering such elements, services or activities, such rates as the Parties shall agree. Such rates shall be applied as of the date of filing or submission of the proposed rates with the Commission, subject to true-up back to the date of such submission or filing. For those unbundled Network Elements and other services required to be provided by VERIZON pursuant to Section 251 of the Act, the rates for such Network Elements and services shall be in accordance with the Act and applicable effective decisions, orders, rules and regulations of the Commission. Nothing in this subparagraph shall be construed as a waiver by AT&T of its right to contest proposed rates in appropriate proceedings before the Commission.
- b) Those rates set forth in Part IV that are marked with a double asterisk are interim rates and no provision in these Rate Application Rules is intended to limit, nor shall any such provision be deemed to limit, the right of AT&T to challenge before the Commission the imposition of a tariffed rate other than zero with respect to such item or the right of VERIZON to seek approval from the Commission of a tariffed rate other than zero with respect to such item.
- c) If either Party cannot measure time of day for purposes of rendering its bill to the other Party the other Party will, upon request (to the extent possible), provide verifiable time of day factors to the billing Party for use in rendering its bill.
- d) Day, evening, and night shall be defined as provided in the P.S.C. 915 tariff for Local Services and in the P.S.C. 914 tariff for all other services and elements provided under this Agreement.
- e) Except with respect to Local Services, Billable traffic exchanged pursuant to this Agreement shall be measured for terminating usage charges in actual conversation seconds, where available, and measured for originating usage charges in actual access seconds. Access seconds include conversation seconds plus a non-conversation time additive,

which includes the message attempts ("NCTA"), consistent with current practices. Where the originating usage measured contains only conversation seconds, the Parties will agree on a methodology to convert and bill in access seconds, which will include an NCTA. The Parties shall agree on the calculation of the NCTA. The total conversation seconds and access seconds per chargeable traffic types shall be totaled for the entire processing cycle and then rounded to the next higher whole minute.

- f) The terms and provisions of this Part IV and of Attachment 6, including, without limitation, the rates for unbundled Network Elements provided, shall be subject to, and interpreted in all respects consistently with, the applicable call flows diagram(s) annexed hereto as Part IV (the "Call Flows Diagrams").

## **2. Reciprocal Compensation**

- a) Charges for Reciprocal Compensation shall be billed in accordance with Attachment 6. Reciprocal Compensation for the termination of this traffic shall be charged at rates specified in Part IV to this Agreement.
- b) In lieu of the Reciprocal Compensation arrangement referred to above and where permitted by state law or Commission regulation or order, the parties may mutually agree to adopt a bill and keep compensation arrangement or such other mutually agreed upon compensation arrangement.
- c) Reciprocal Compensation shall be priced depending on whether the traffic terminates at the carrier's end office ("Meetpoint A") or at the carrier's tandem point of interconnection ("Meetpoint B").
- d) Where either Party uses a single trunk to carry Reciprocal Compensation Traffic and other types of traffic, such Party shall provide the other Party with verifiable factor(s) identifying the percentage(s) of such different traffic types which shall be used to determine the number of minutes of that trunk group that will be charged at each applicable rate. Factors may be updated as appropriate not more often than quarterly by the Party providing such factors to reflect the actual mix of traffic.

### 3. Unbundled Network Elements

- a) When AT&T orders unbundled Network Elements in a Combination, AT&T shall pay applicable charges for each Network Element included therein, as set forth in the Pricing Schedule. Charges referenced in the Call Flows Diagrams shall be applied as set forth therein.
- b) "VERIZON Shared Transport Rate" shall be the blended rate of common direct transport and common transport through tandem switched arrangements, as described in this Part IV.
- c) "Call Usage detail Service" rates for record processing, data transmission and tape cartridge (as specified in Section XV of this Part IV) shall apply for end-user call-detail records transferred.
- d) When the unbundled Local Switching Network Element is provided, AT&T shall pay rates in this Part IV for the appropriate line port charge, the appropriate local switching usage charge, and the appropriate local switching common trunk charge, based on time of day, where applicable.
- e) When the unbundled Tandem Switching Network Element is provided, AT&T shall pay rates in this Part IV for the appropriate tandem switching usage and appropriate tandem trunk or port charges, based on time of day, where applicable.
- f) Unbundled Local Switching Network Elements and Tandem Switching Network Elements do not include the price for STP usage charges, CENTREX, Ring-Mate or Three-Way Calling, which will be charged separately.
- g) Where AT&T provides its own loops to the integrated digital line port, the integrated digital line port, dedicated local switch trunk port and dedicated tandem trunk port rates can be derived by multiplying the Local Switching Digital Line Port, Local Switching Digital Trunk Port and Tandem Switching Digital Trunk rates by a factor of nineteen (19), respectively.
- h) To the extent AT&T orders multiplexers to complete service at a level different from the dedicated transport level ordered, the multiplexer rates set forth in this Part IV shall apply.
- i) Overflow billing from dedicated switching will be billed as VERIZON Shared Transport. Where actual overflow MOU cannot be determined, VERIZON will bill based on an estimate of overall traffic, as calculated in a

special study with respect to overflows. The methodology for such special study shall be developed jointly by the Parties.

- j) Common trunk port charges shall apply only when AT&T uses the port.
- k) When AT&T and VERIZON are interconnected at the VERIZON tandem (Meet Point B) and an inter LATA call is placed to AT&T's network, VERIZON will bill AT&T two common transport charges unless AT&T has purchased Dedicated Transport from VERIZON for the connection between the AT&T POP and the VERIZON tandem in which case VERIZON shall bill AT&T for one common transport charge.

#### 4. Transient Tandem Process and Pricing

- a) AT&T may use VERIZON's tandem switch to terminate AT&T local traffic on other local carriers' networks where such local carriers are connected to the same VERIZON tandem, or to receive local traffic originating on such other local carriers' networks. This local traffic will route between local carriers through VERIZON's tandem switch. When AT&T is the originating carrier terminating calls to another carrier, AT&T shall be responsible for paying VERIZON for tandem switching, except to the extent that AT&T has already paid for tandem switching via the VERIZON Shared Transport rate, plus a blended charge which reflects a pass through of monthly Reciprocal Compensation terminating local carrier charges paid by VERIZON to the terminating local carrier that is based upon actual local carrier rates in effect for terminating compensation from the previous month multiplied times actual minutes of use for the given month. Since the charges for each month are calculated using actual rates from the previous month, the initial month under this Agreement will be estimated and based upon a local study. Parameters will be developed to insure that if actuals are collected in the month succeeding the initial month which differ from the estimated value by more than two thousand dollars, VERIZON will credit AT&T for that amount which AT&T has overpaid or AT&T will pay VERIZON for that amount which AT&T has underpaid. The prices for transient tandem switching, including all applicable associated operations support charges, are set forth in this Part IV.
- b) When AT&T is the terminating carrier using its own (not unbundled Network Element) switching facilities, VERIZON shall pay AT&T all terminating Reciprocal Compensation for local and toll based upon actual minutes of use and rates in effect for that month. The Parties will work cooperatively on billing disputes and uncollectible issues.

#### 5. Links

To the extent AT&T orders a transmission interface at a level different from the level provided for the unbundled Link type ordered, separate multiplexer rates shall apply as set forth in this Part IV. When AT&T orders IDLC Links, additional charges may apply as set forth in Section 2.9.1(a) of Part II to this Agreement.

6. **Non-Recurring**

Interim non-recurring charges are set forth in this Part IV. Xlink nonrecurring charges in this Part IV will apply instead of SVGAL nonrecurring charges to all unbundled loops or links which are in place at the time of the order due date and already connected to a VERIZON unbundled switch or switch port that AT&T is also purchasing on an unbundled basis to serve that customer.

7. **Information Services**

Information Services (e.g., "976 calls"). For information services, the Party ("Originating Party") shall bill and collect such information provider charges and remit an amount equal to such charges to the Party ("Terminating Party") to whose information platform the Information Services Traffic terminated less the Information Services Billing and Collection Fee set forth in Part IV. The Terminating Party shall provide the Originating Party with a rated record. The Originating Party shall pay the Terminating Party in full regardless of uncollectible items; provided, however, for each of its Customer's lines AT&T shall receive the same forgiveness policy that VERIZON applies to its own end user customers. If AT&T provides its own Information Services, and VERIZON buys such services, AT&T will provide to VERIZON the same forgiveness policy, if any, that it applies to its customers. VERIZON's forgiveness policy at the Effective Date of this Agreement is two credits for each customer line after which: a) when the Originating Party provides its own local switch, the Originating Party will block all such Information Services calls originated by its Customer, b) when AT&T provides service via unbundled Network Elements or through resold Local Services, AT&T will request blocking and VERIZON will provide blocking service at the prices set forth in Part IV.

VERIZON and AT&T will work cooperatively to share Customer information regarding forgiveness for Information Services calls. The Parties will also work cooperatively to share forgiveness information with other carriers.

If, based upon review of adjustments related to Information Services forgiveness, the Terminating Party observes Originating Party adjustments that are greater than normal, the Terminating Party may request that the Originating Party share its adjustment information with the Terminating Party related to the Customer account in question to indicate the number of Information Services adjustments

related to forgiveness that the Originating Party has processed for the account in question. If, after review of these records, the Originating Party has processed more incidences of forgiveness than the forgiveness policy permits for the account in question, the Originating Party will reimburse the Terminating Party for the revenues associated with forgiveness over the number of forgiveness incidences permitted. In addition, the Originating Party will reimburse the Terminating Party for forgiveness incidences that the Originating Party processed that would give the Customer more than the number of forgiveness incidences permitted, if the Terminating Party can demonstrate that the Terminating Party, or another carrier, notified the Originating Party of the Customer's forgiveness history prior to the Customer migrating to the Originating Party.

**8. Resale**

Rate application rules for Local Services shall be in accordance with the Resale Tariff.

## EXHIBIT A TO PART IV

### LOCAL AND TOLL CALL FLOWS AND INTERCARRIER BILLING IN THE COMPETITIVE TELECOMMUNICATIONS ENVIRONMENT

This Exhibit A covers those call flows and billing 1) between VERIZON (hereinafter referred to as ILEC) and AT&T (hereinafter referred to as AT&T UNE), 2) between two CLECs (one of which is AT&T), and 3) between AT&T UNE and IXC's. These call flows cover scenarios when the CLEC provides service to end users 1) through total service resale (TSR), 2) through the unbundled network elements platform (UNE), or 3) through facility based networks (FBN).

This Exhibit A covers the call flows, UNE rate applications and billing for each of the following call types:

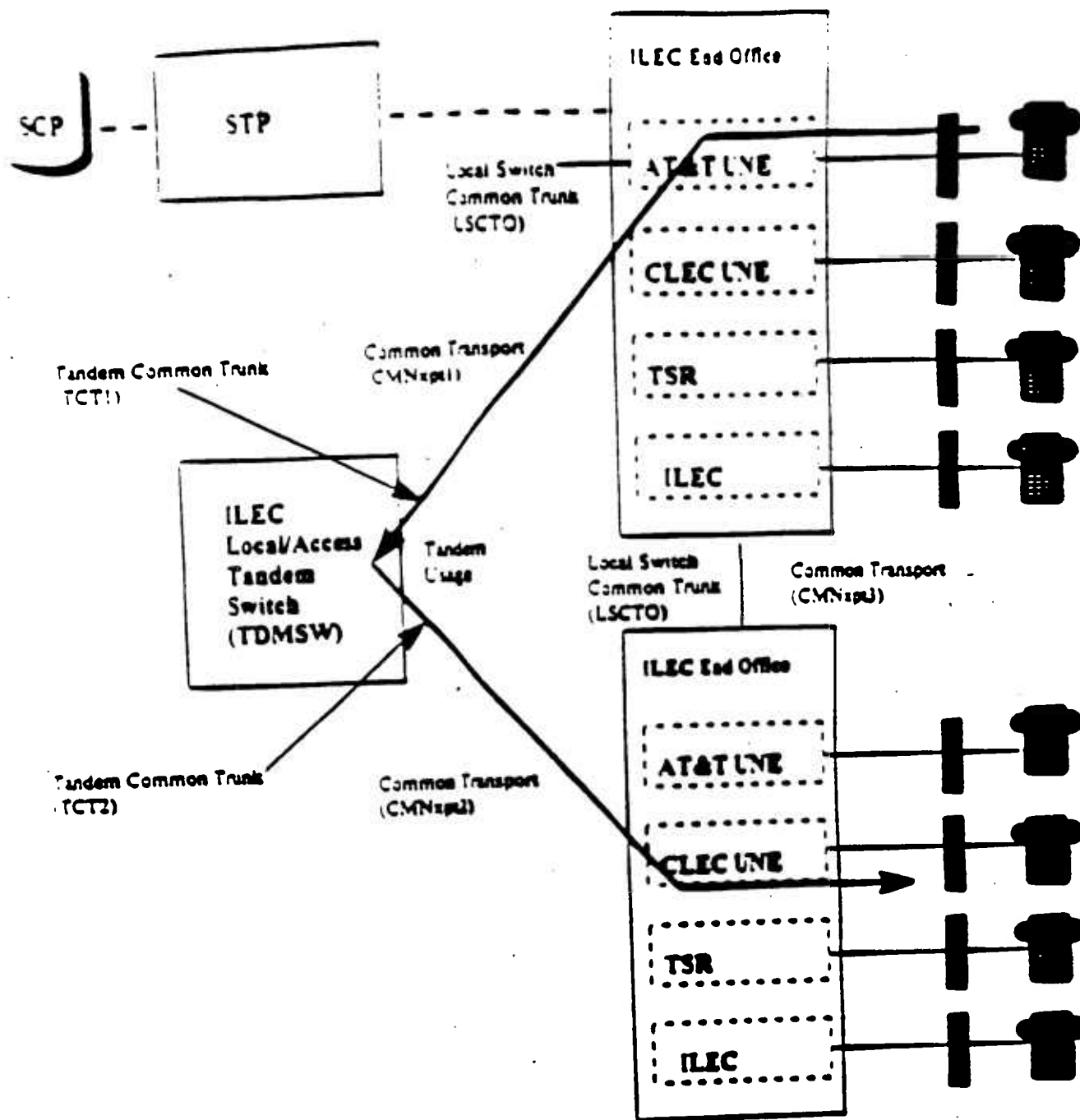
- Local Calls, Intra-Switch
- Local Calls, Inter-Switch
- Toll Calls, IntraLATA
- Toll Calls, Intrastate (InterLATA)
- Toll Calls, Interstate (InterLATA)
- Local 800 Calls

Notwithstanding any references to TSR or Local Services in this Exhibit A, nothing in this Exhibit A shall govern or otherwise affect the terms and conditions of Local Services.

Flat rated, monthly recurring charges and non-recurring UNE charges for switching and the loop are not noted in these descriptions because they are not dependent on the call flows. Signaling and STP charges are not covered in this Exhibit A. Such charges shall be applied pursuant to Section B.X of this Part IV of this Agreement.

AT&T shall bill all IXC's in accordance with the terms set forth in Call Flow Diagrams 21-28; provided, however, that at AT&T's option, the Parties shall negotiate in good faith to reach agreement on a billing and collection arrangement under which VERIZON would perform local transport usage billing to interexchange carriers on AT&T's behalf.

# VERIZON Shared Transport



Shared Transport =

% TDM Routed (LSCTO + CMNxp1 + TCT1 + TDM Usage + TCT2 + CMNxp2)

+

% Direct Routed (LSCTO + CMNxp3)

\*See next page for note\*

(continued on next page)



**VERIZON Shared Transport**  
(continued from previous page)

**NOTE:** For purposes of determining the composite rate to be charged for Shared Transport, the Parties agree to the following traffic routing percentages:

Tandem Route = 1%  
Direct Routed = 99%

These percentages shall remain in effect for the first twelve (12) months after the Effective Date of the Agreement and, at such time and then again after twenty-four (24) months from the Effective Date, the Parties shall review appropriate call data and jointly determine whether or not these percentages should be modified to reflect any material change in call routing patterns. If a modification is required, it shall be mutually agreed to by the Parties and be instituted on a going forward basis. [CC]

## CALL FLOWS

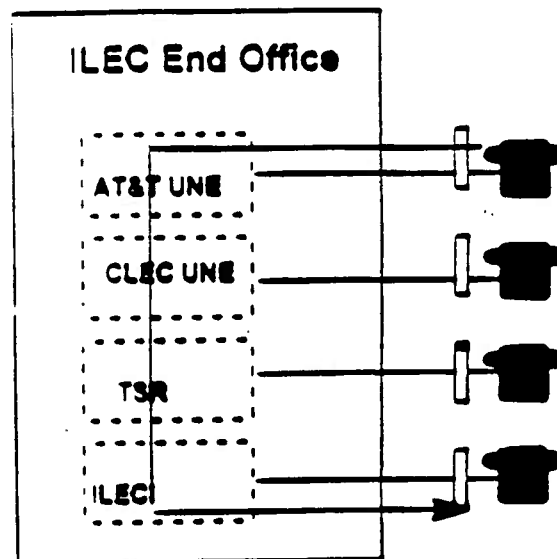
Changes in call flows 2, 3, 5 and 30 following are for the purpose of reducing from two to one in the UNF (a) switching usage charges (C)

## LOCAL CALLS - INTRASWITCH

### UNBUNDLED NETWORK ELEMENTS

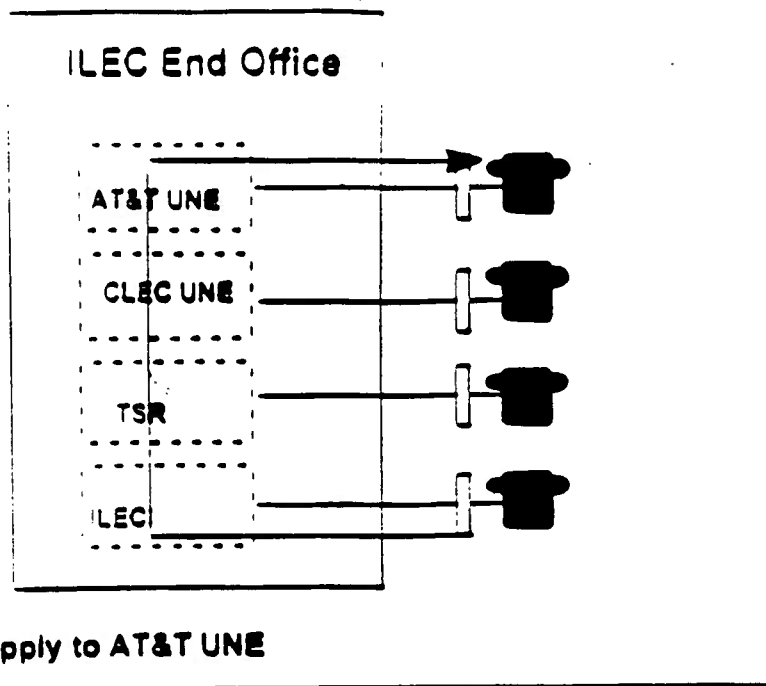
When CLECs provide local exchange service through UNE arrangements the call flows using a single switch are as follows. These scenarios assume that all CLECs are providing service through UNE and an ILEC switch.

#### 1. AT&T UNE Originating and ILEC Terminating

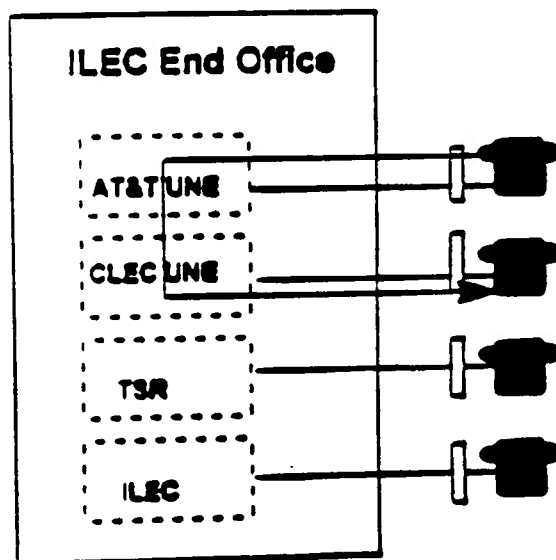


ILEC bills one UNE local switching usage charge to AT&T UNE and a Record Processing Charge

## 2. ILEC Originating and AT&T UNE Terminating



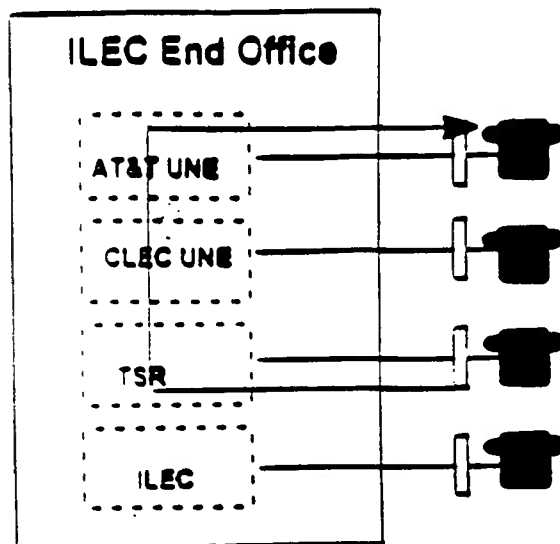
## 3. AT&T UNE Originating and CLEC Terminating



## TOTAL SERVICE RESALE/UNBUNDLED NETWORK ELEMENTS

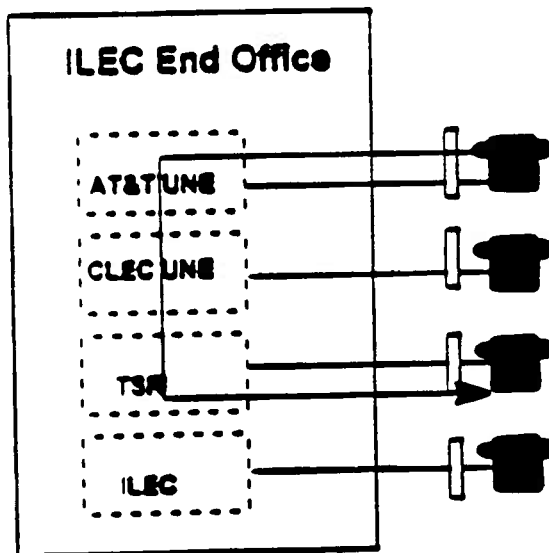
When one carrier provides local exchange service through a TSR arrangement and AT&T UNE provides local exchange service through UNE arrangements, the call flows using a single switch are as follows:

### 4. TSR Originating and AT&T UNE Terminating



Usage charges do not apply to AT&T UNE

### 5. AT&T UNE Originating and TSR Terminating



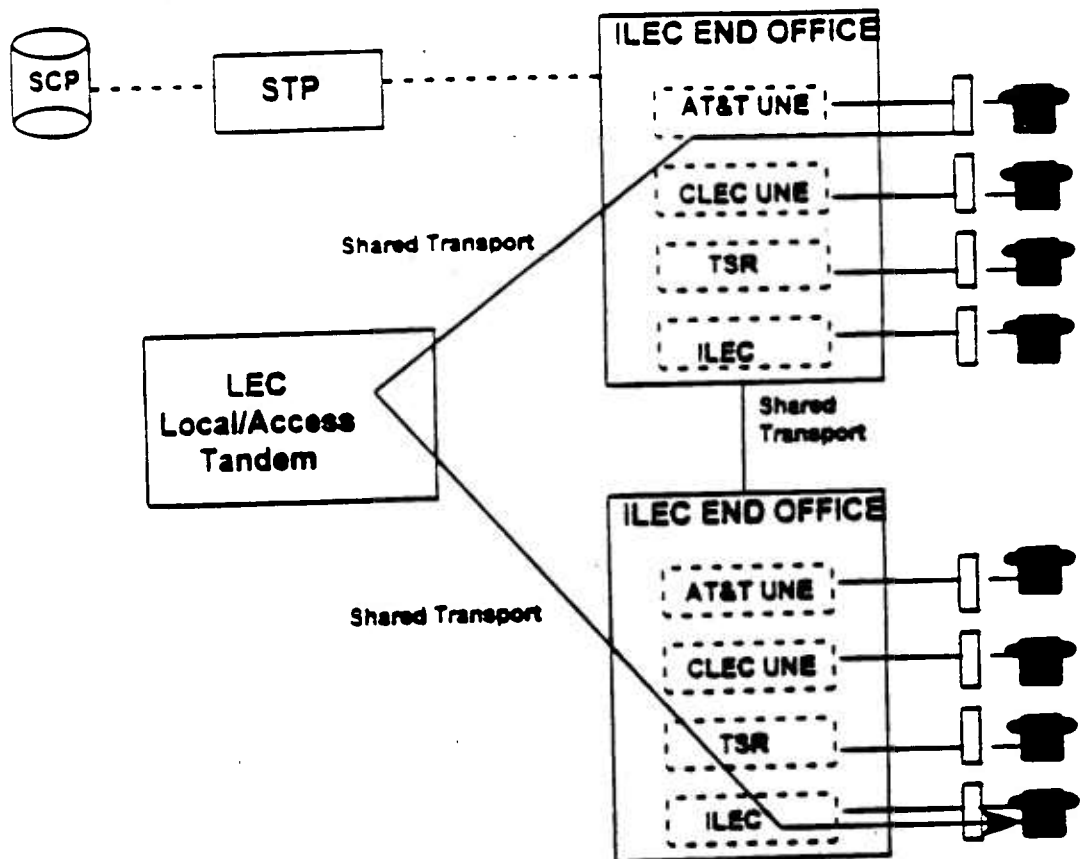
ILEC bills one UNE local switching usage charge to AT&T UNE and a Record Processing Charge. These charges apply regardless of any billing arrangements between AT&T UNE and CLEC UNE.

## LOCAL CALLS - INTERSWITCH

### UNBUNDLED NETWORK ELEMENTS

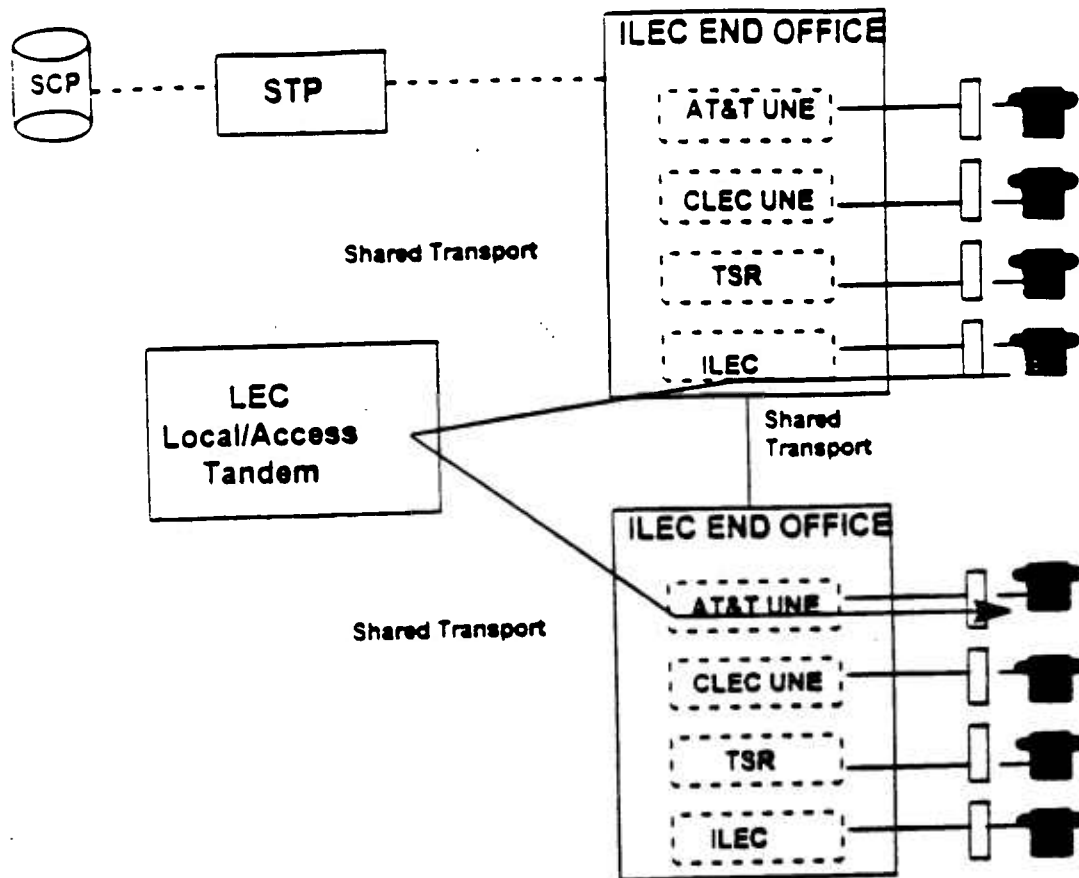
When AT&T UNE and another CLEC provide local exchange service through UNE arrangements the call flows through two switches are as follows. These scenarios assume that both the AT&T UNE and the other CLEC are providing service through UNE and ILEC switches:

#### 6. AT&T UNE Originating and ILEC Terminating



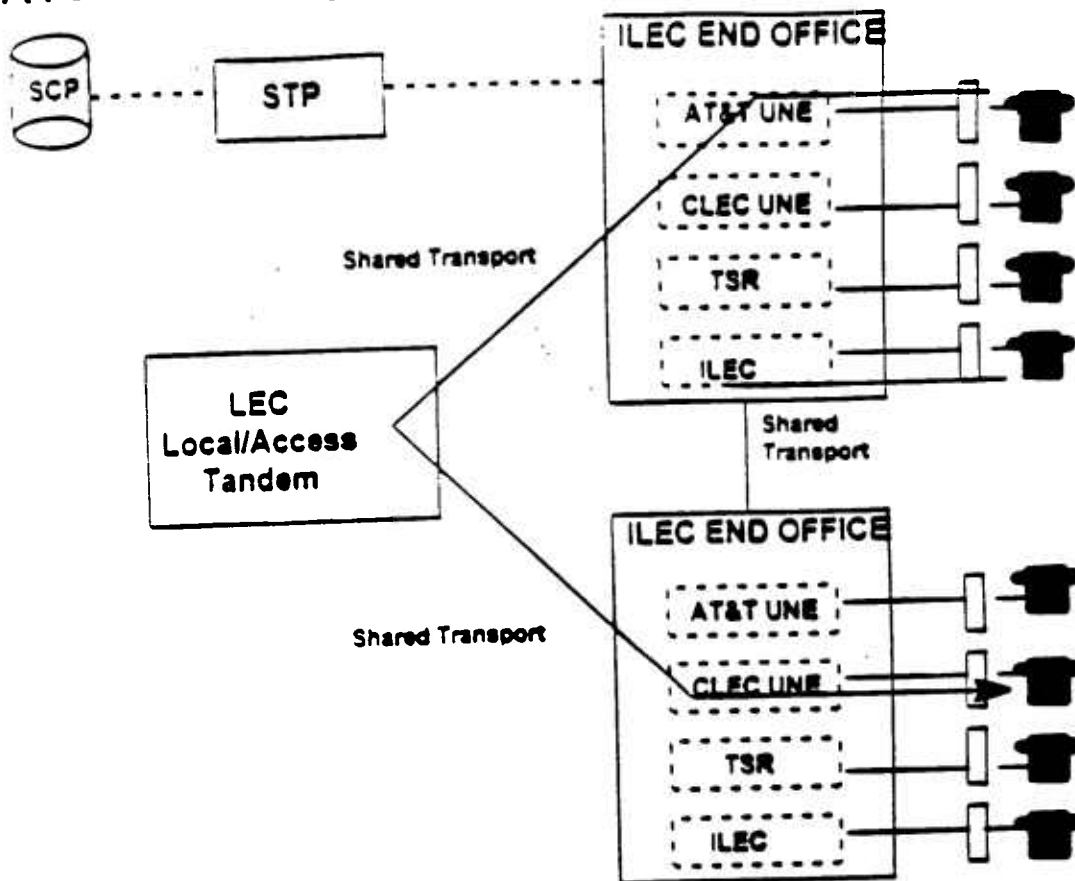
ILEC bills originating AT&T UNE for Local Switching Usage Charge, VERIZON Shared Transport Charge, Reciprocal Compensation Charge and a Record Processing Charge. The Reciprocal Compensation Charge is billed to the originating AT&T UNE at the Meetpoint A rate.

## 7. ILEC Originating and AT&T UNE Terminating



No usage charges apply to AT&T UNE.

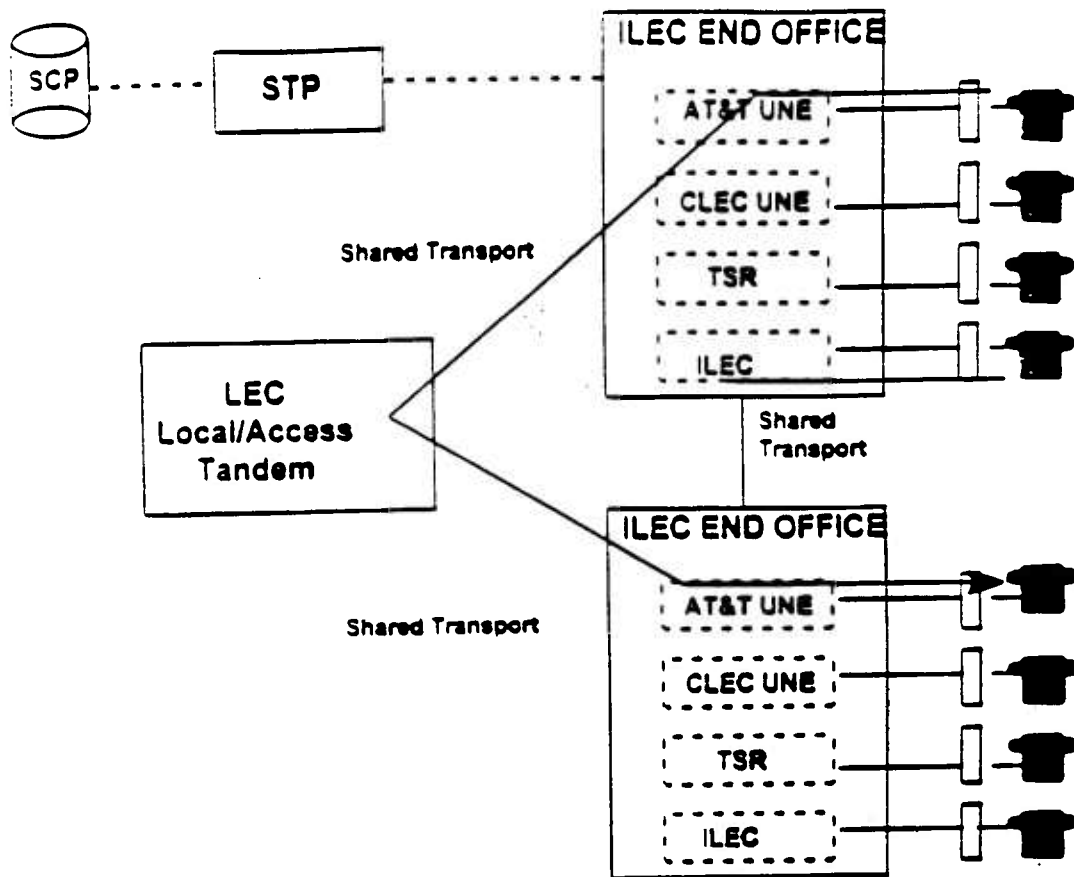
## 8. AT&T UNE Originating and CLEC UNE Terminating



ILEC bills AT&T UNE for Local Switching Usage Charge, VERIZON Shared Transport Charge, Reciprocal Compensation Charge and a Record Processing Charge. The Reciprocal Compensation Charge is billed to the originating AT&T UNE at the Meetpoint A rate. These charges apply regardless of any billing arrangements between AT&T UNE and CLEC UNE.

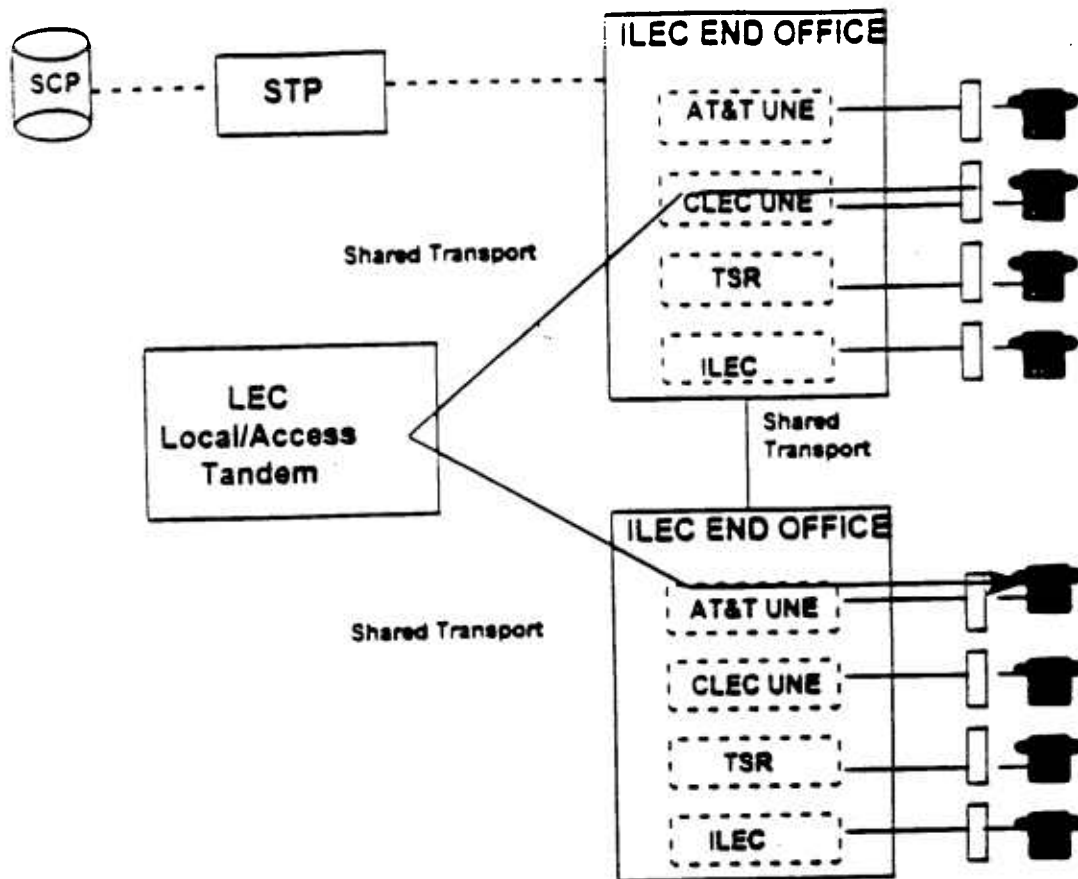


## 9. AT&T UNE Originating and AT&T UNE Terminating



ILEC bills originating AT&T UNE for Local Switching Usage Charge, VERIZON Shared Transport Charge, Reciprocal Compensation Charge and a Record Processing Charge. The Reciprocal Compensation Charge is billed to the originating AT&T UNE at the Meetpoint A rate. Terminating AT&T UNE will not bill ILEC reciprocal compensation charges.

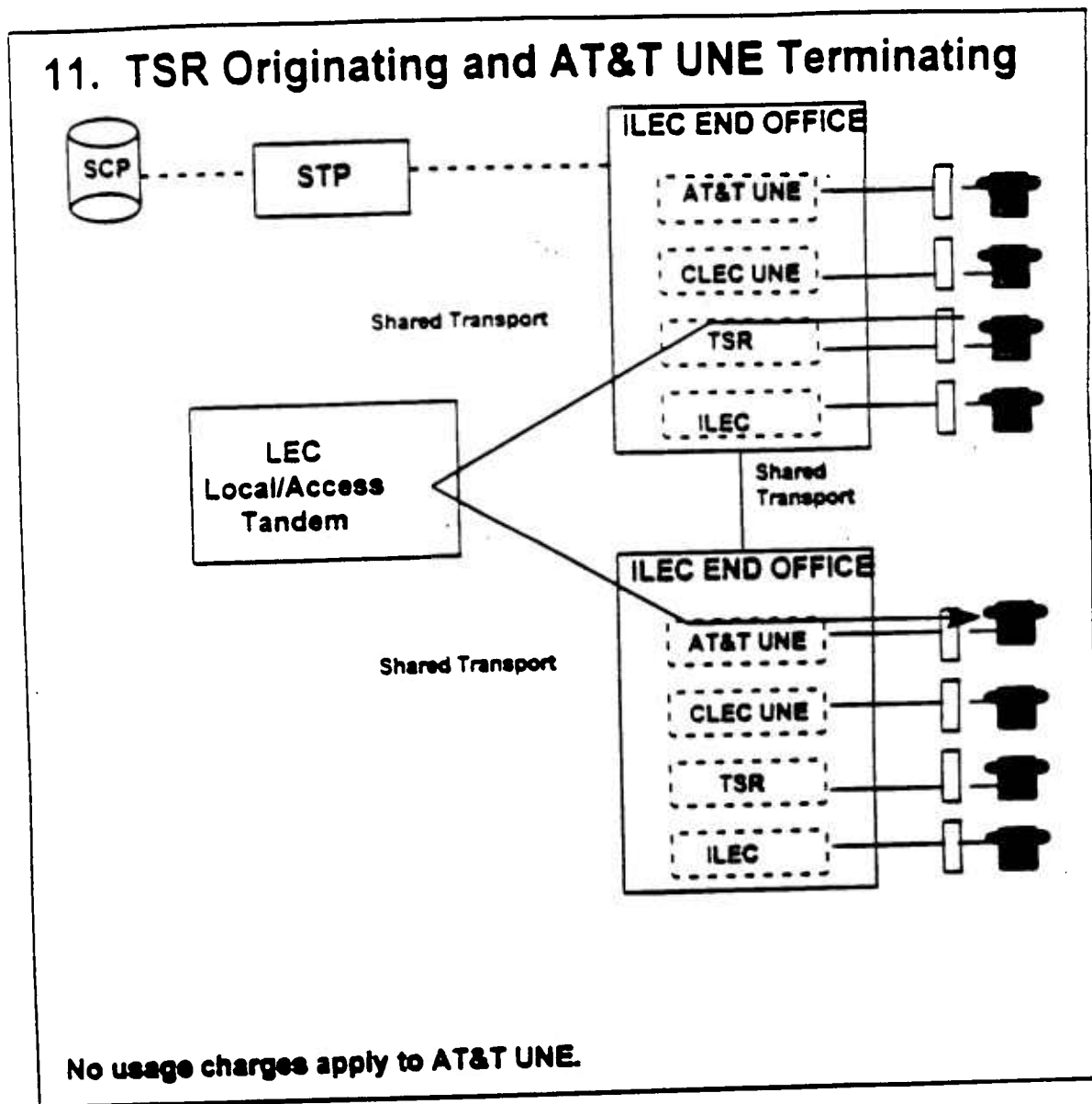
## 10. CLEC UNE Originating and AT&T UNE Terminating



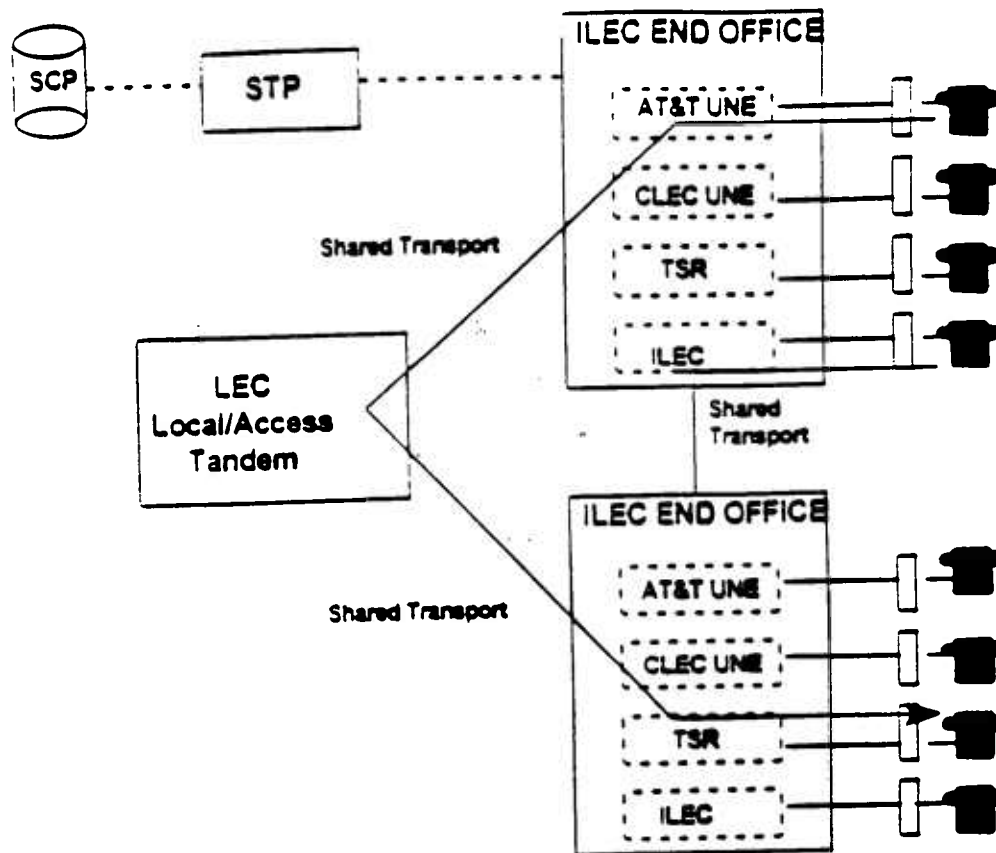
No usage charges apply to AT&T UNE.

## TOTAL SERVICE RESALE [LOCAL SERVICES] UNBUNDLED NETWORK ELEMENTS

When a CLEC provides local exchange service using TSR arrangements and AT&T UNE provides local exchange service using UNE arrangements, the call flows between two switches are as follows:



## 12. AT&T UNE Originating and TSR Terminating

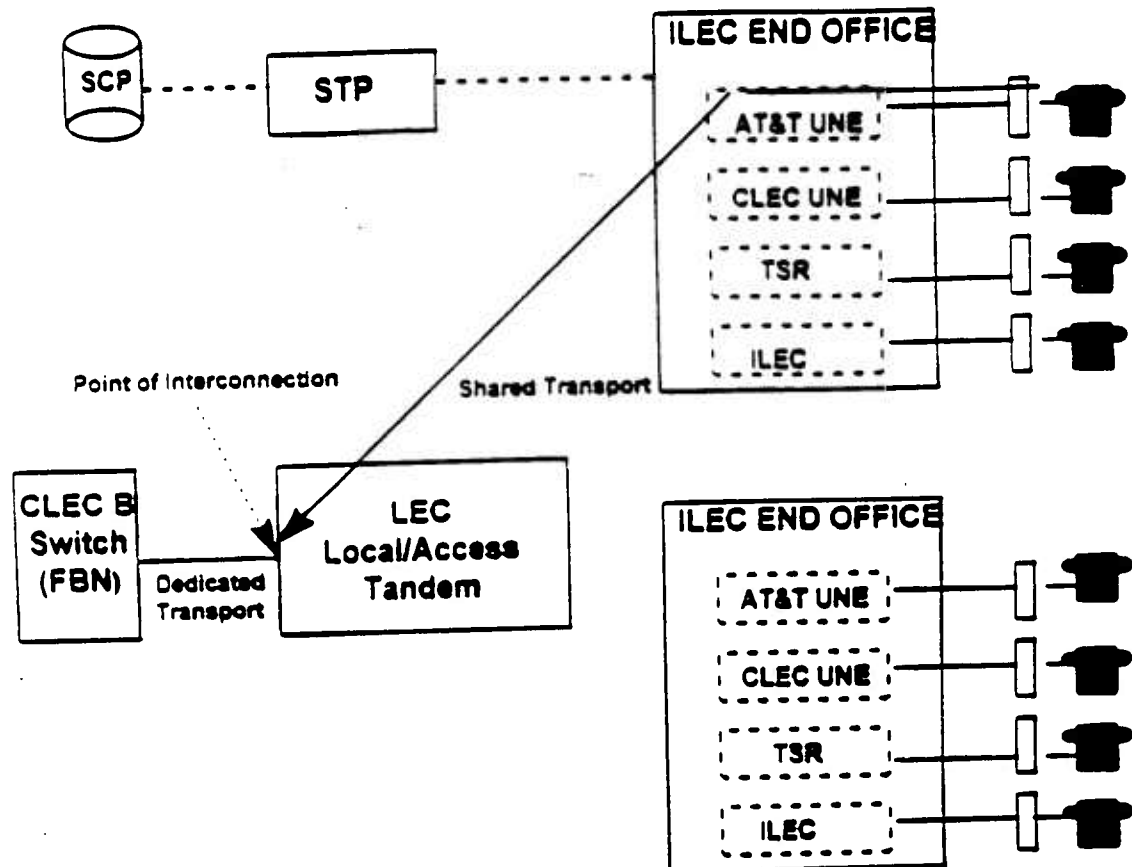


ILEC bills originating AT&T UNE for Local Switching Usage Charge, VERIZON Shared Transport Charge, Reciprocal Compensation Charge and a Record Processing Charge. The Reciprocal Compensation Charge is billed to the originating AT&T UNE at the Meetpoint A rate. These charges apply regardless of the billing arrangements between AT&T UNE and TSR.

## UNBUNDLED NETWORK ELEMENTS/FACILITY BASED NETWORK

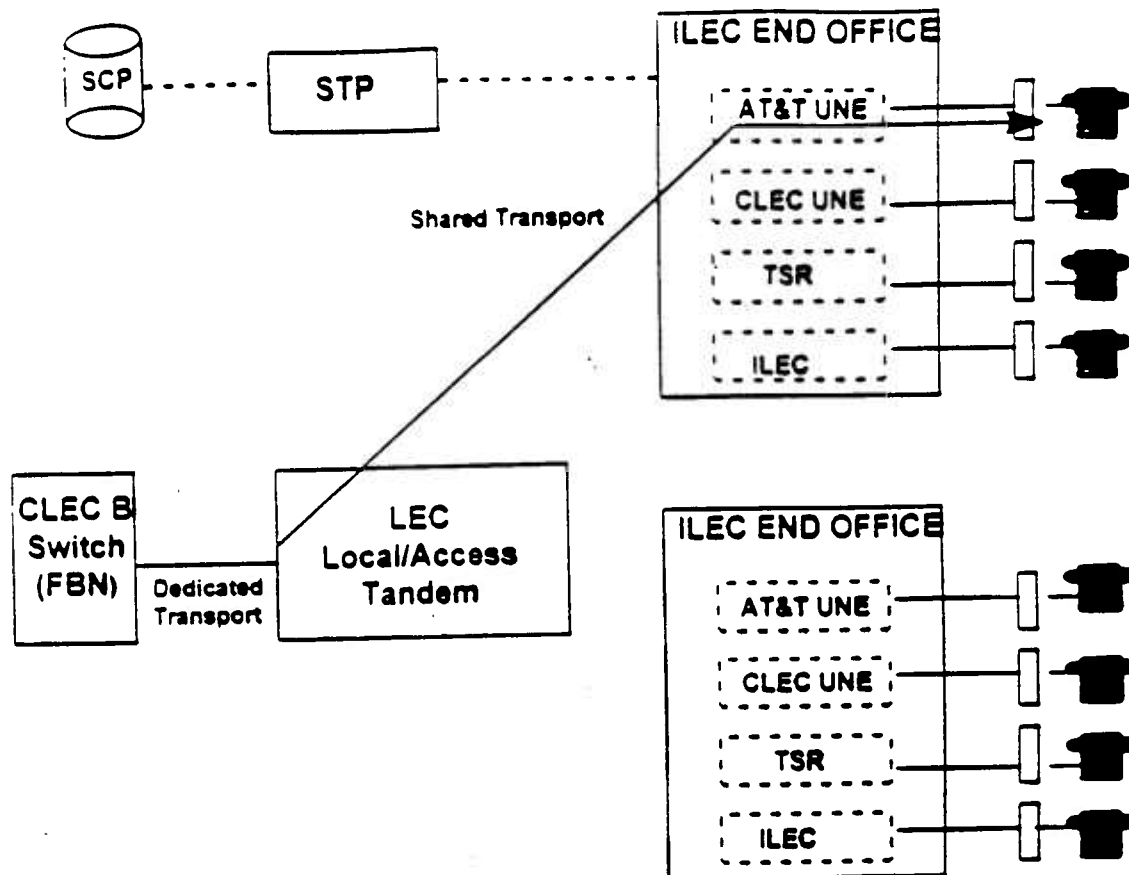
When AT&T UNE provides local exchange service through UNE arrangements and another CLEC provides local exchange service through its facility based network (FBN), the call flows are as follows:

### 13. AT&T UNE Originating to CLEC (FBN) Terminating



ILEC will bill originating AT&T UNE Local Switching Usage Charge, VERIZON Shared Transport Charge, Co Carrier/FBN Charge at a blended rate (pass thru charge to the originating end, calculated in accordance with methodology set forth for transient tandem service in this Part IV and Attachment 6) and a Record Processing Charge. These charges apply regardless of any billing arrangements between AT&T UNE and CLEC B.

# 14. CLEC (FBN) Originating to AT&T UNE Terminating

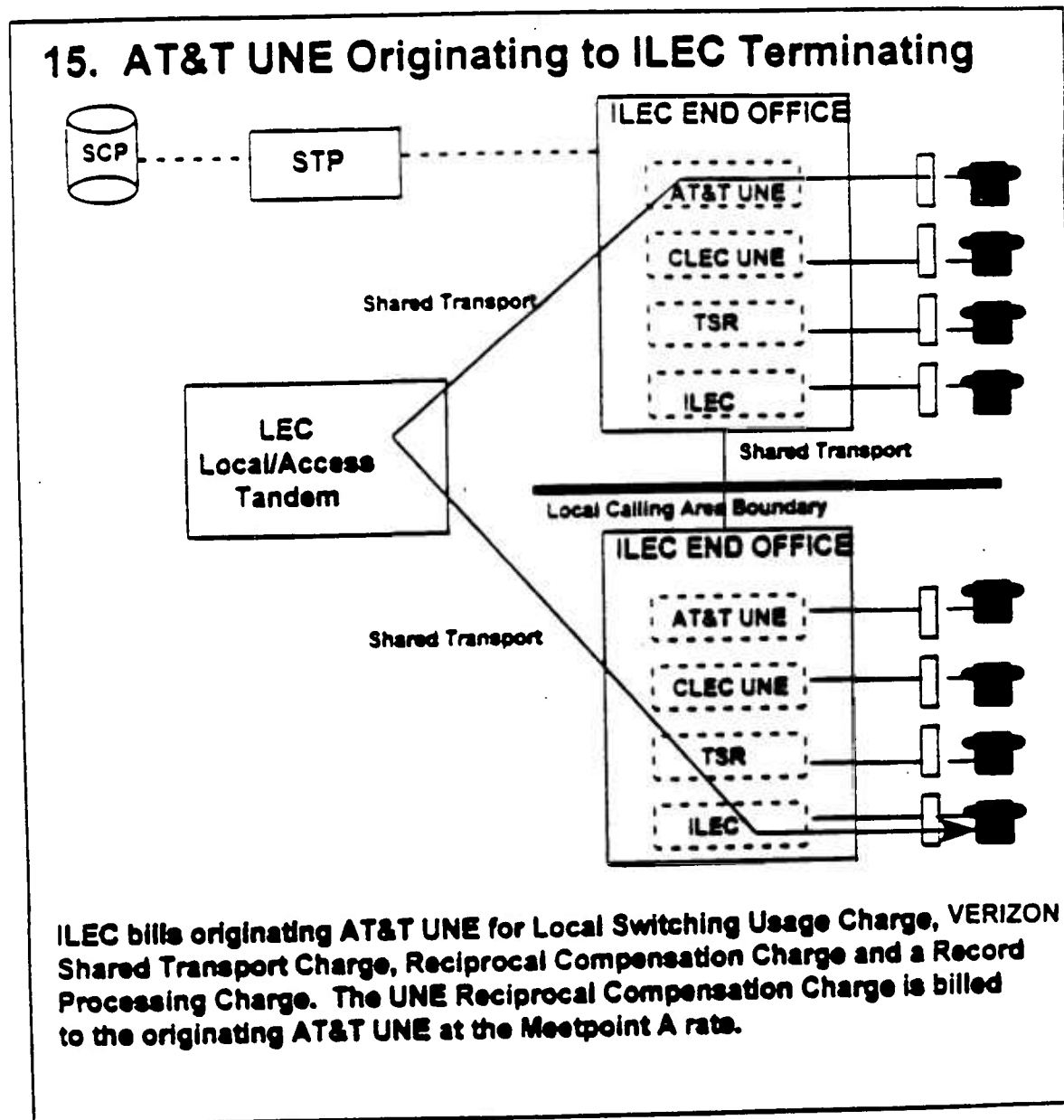


No charges shall apply to AT&T UNE. AT&T UNE shall not charge ILEC Reciprocal Compensation.

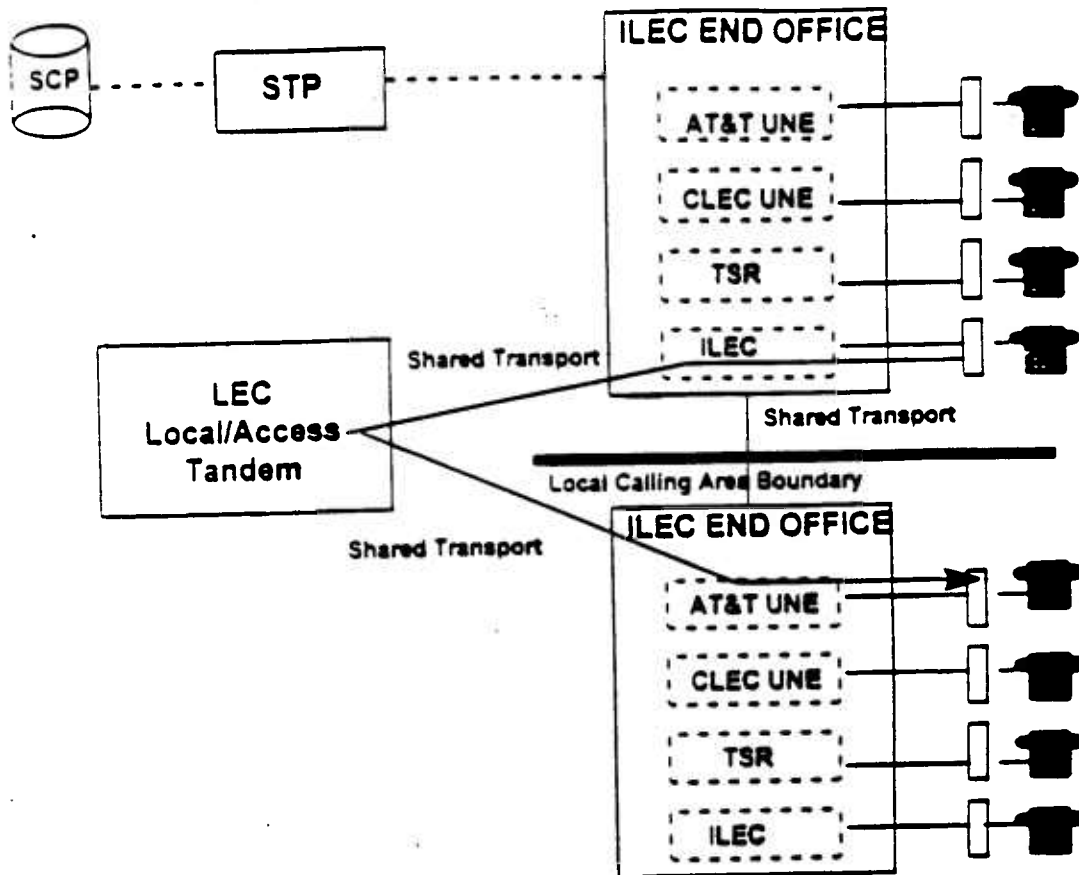
## TOLL CALLS - INTRALATA

### UNBUNDLED NETWORK ELEMENTS

When AT&T UNE provides local exchange service through UNE arrangements, the intraLATA call flows are as follows. These scenarios assume that the originating AT&T UNE is also the intraLATA toll provider:



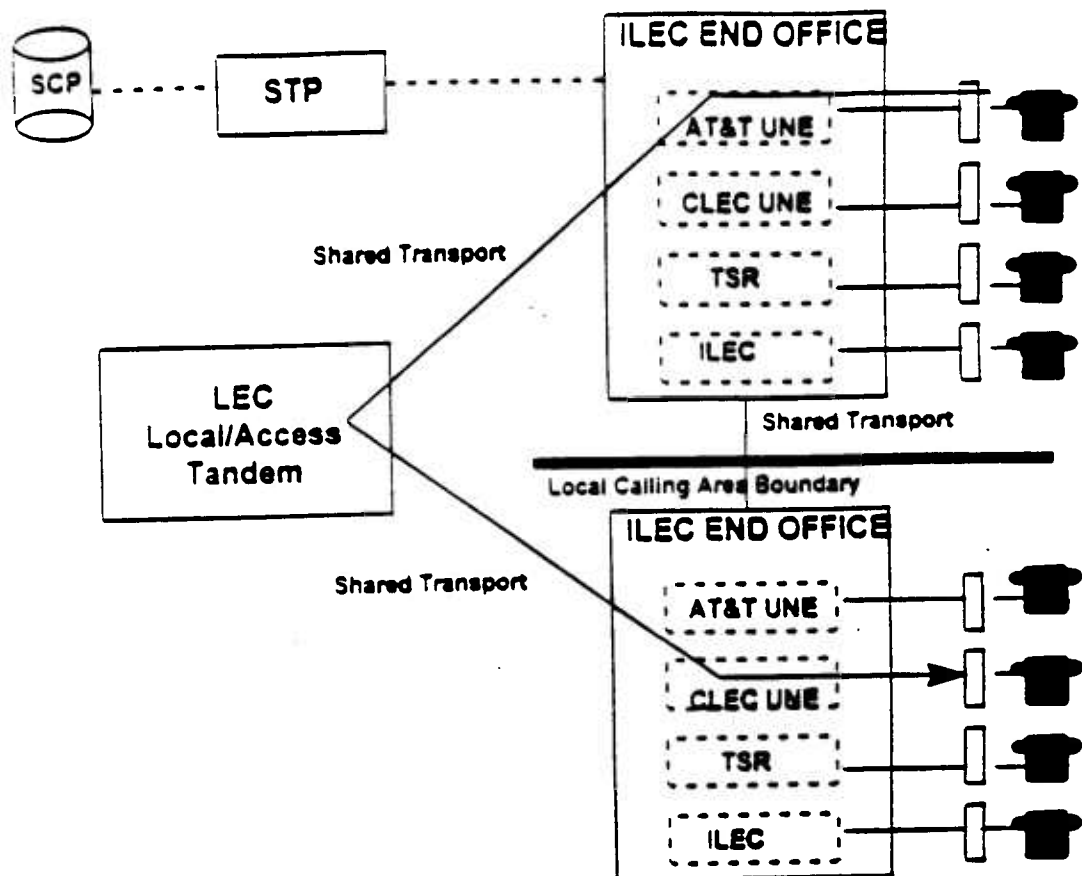
## 16. ILEC Originating to AT&T UNE Terminating



No usage charges apply to AT&T UNE. AT&T UNE shall not charge ILEC reciprocal compensation.

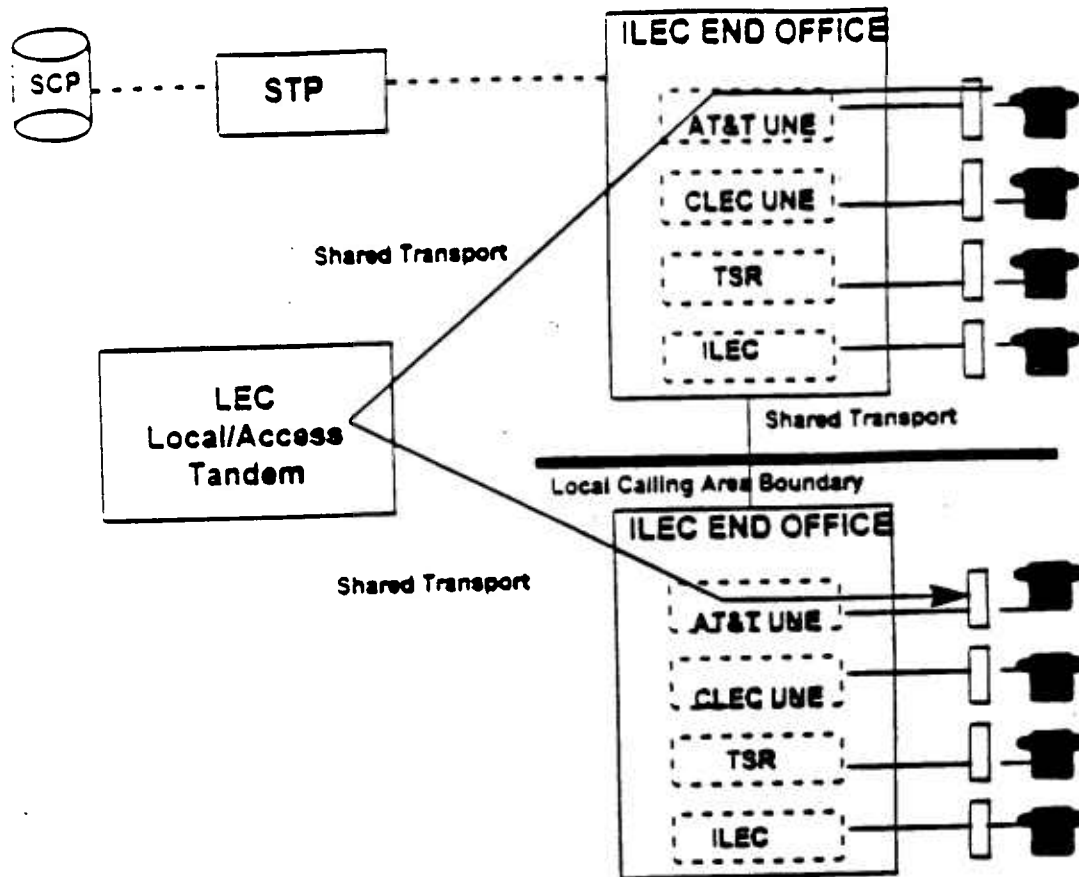


## 17. AT&T UNE Originating to CLEC UNE Terminating



ILEC bills originating AT&T UNE for Local Switching Usage Charge, VERIZON Shared Transport Charge, Reciprocal Compensation Charge and a Record Processing Charge. The UNE Reciprocal Compensation Charge is billed to the originating AT&T UNE at the Meetpoint A rate. These charges apply regardless of any billing arrangements between AT&T UNE and CLEC UNE.

## 18. AT&T UNE Originating to AT&T UNE Terminating

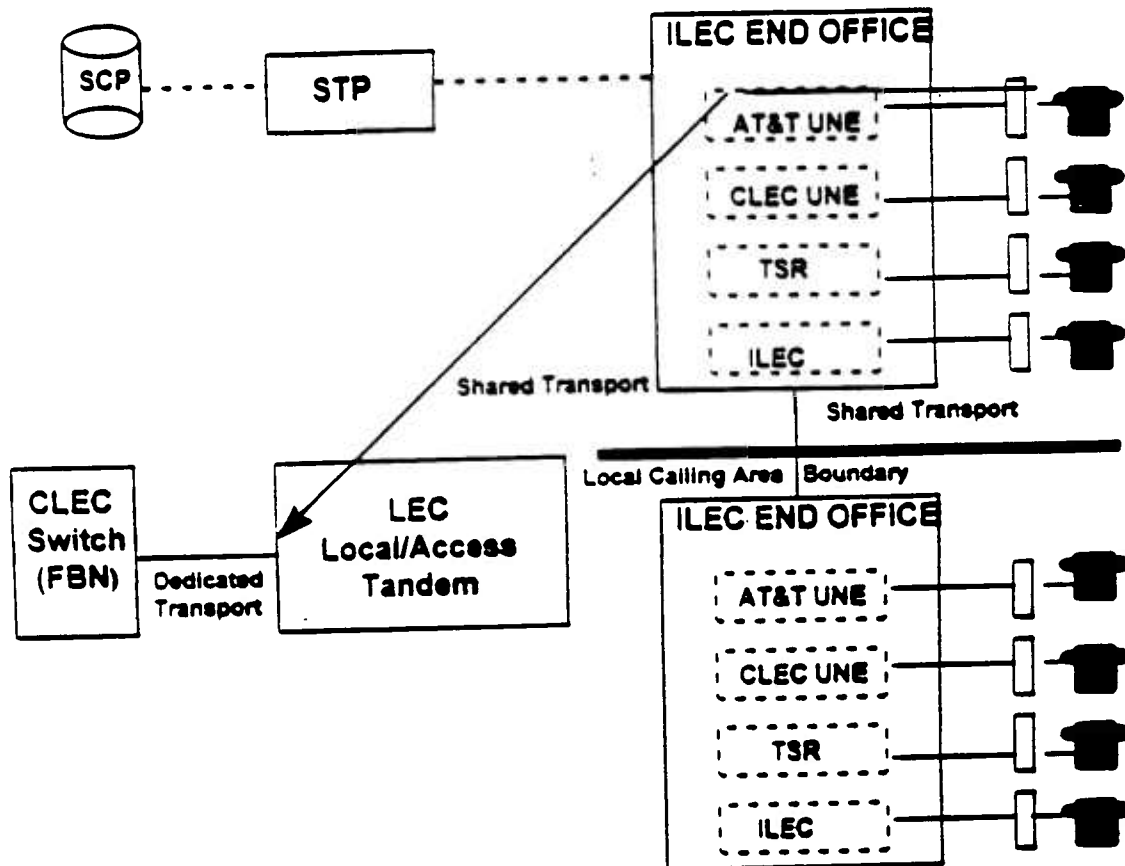


ILEC bills originating AT&T UNE for Local Switching Usage Charge, VERIZON Shared Transport Charge, Reciprocal Compensation Charge and a Record Processing Charge. The UNE Reciprocal Compensation Charge is billed to the originating AT&T UNE at the Meetpoint A rate. Terminating AT&T UNE will not bill ILEC Reciprocal Compensation Charges.

## UNBUNDLED NETWORK ELEMENTS/FACILITY BASED NETWORKS

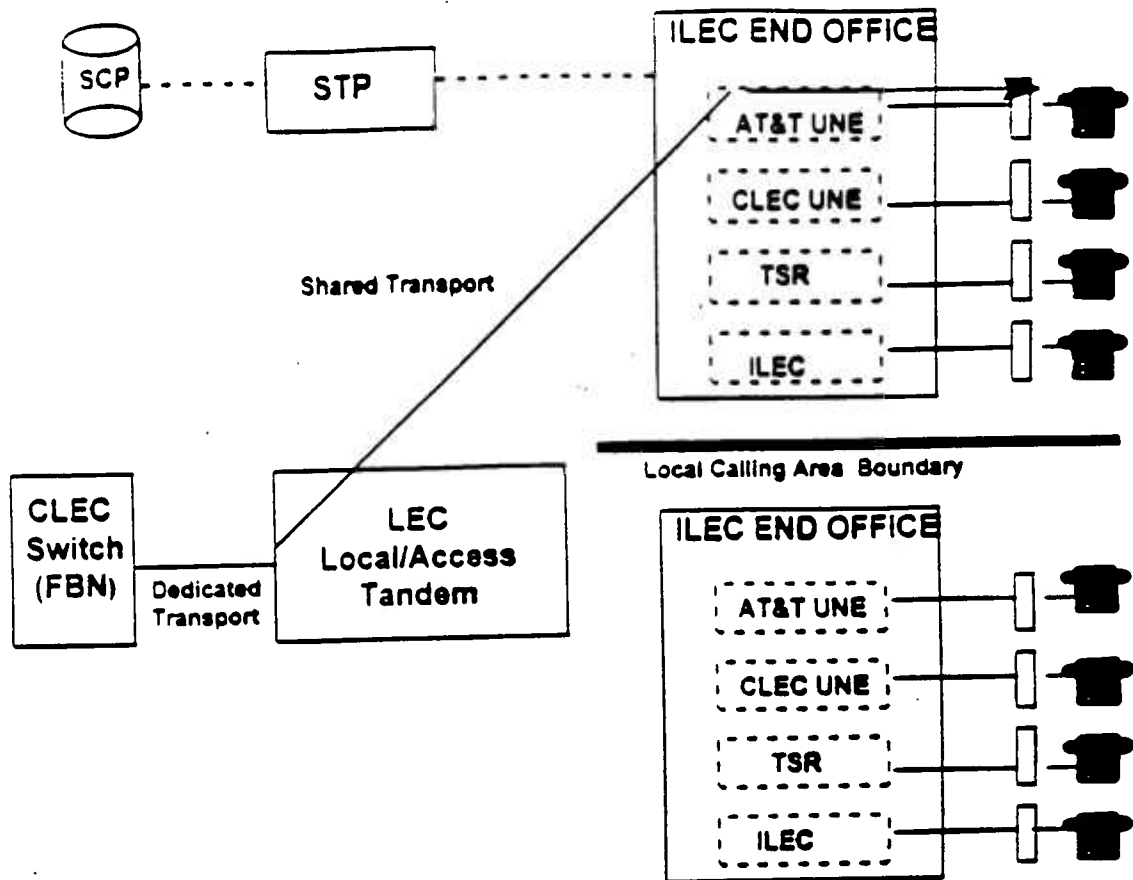
When AT&T UNE provides local exchange service through UNE arrangements and another CLEC provides local exchange service through its facility based network, the call flows for intraLATA toll calls are as follows:

### 19. AT&T UNE Originating to CLEC (FBN) Terminating



ILEC will bill originating AT&T UNE Local Switching Usage Charge, VERIZON Shared Transport Charge, Co Carrier/FBN Charge at a blended rate (pass thru charge to the originating end calculated in accordance with methodology set forth for transient tandem service in this Part IV and in Attachment 6) and a Record Processing Charge. These charges apply regardless of any billing arrangements between AT&T UNE and CLEC.

## 20. CLEC (FBN) Originating to AT&T UNE Terminating



No charges shall apply to AT&T UNE. AT&T UNE shall not charge ILEC Reciprocal Compensation.

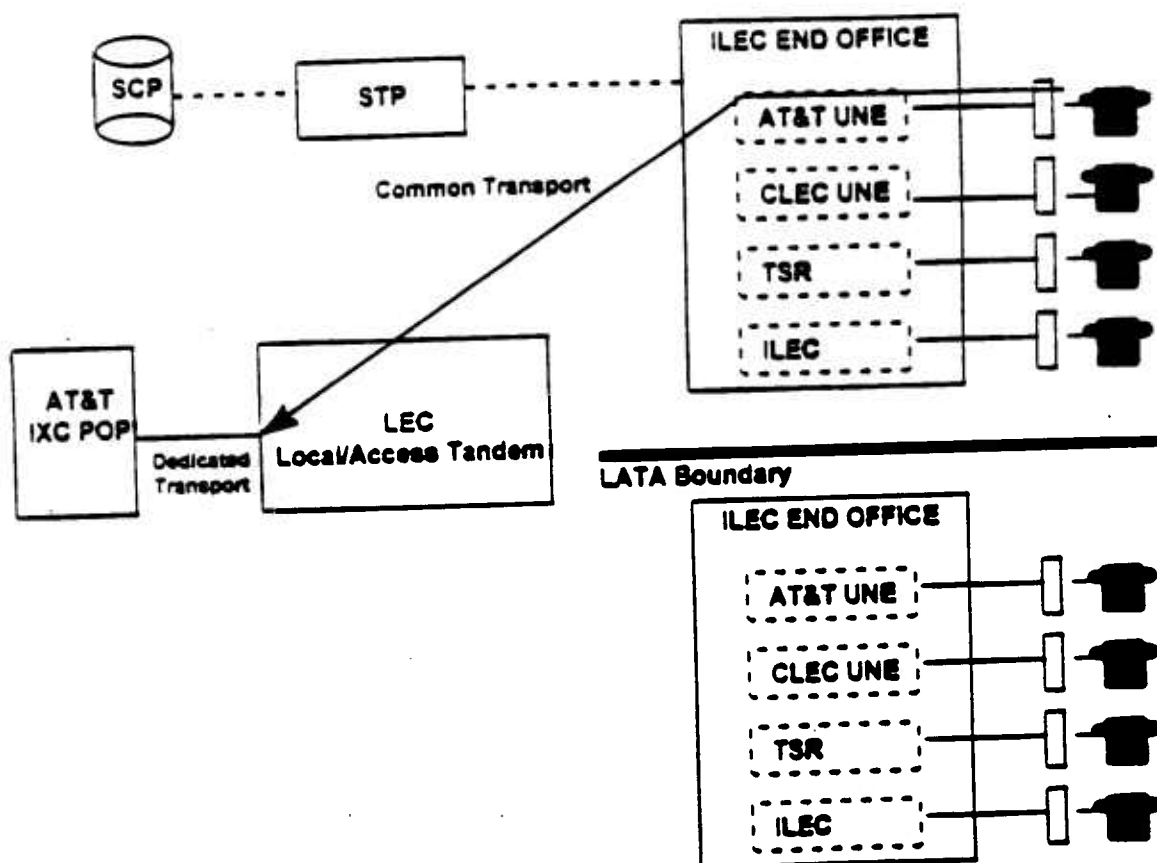
## TOLL CALLS INTRASTATE/INTERLATA

The following call flows assume that all calls are routed to an IXC point of presence. The IXC may be the AT&T IXC or another non-affiliated IXC.

### UNBUNDLED NETWORK ELEMENTS

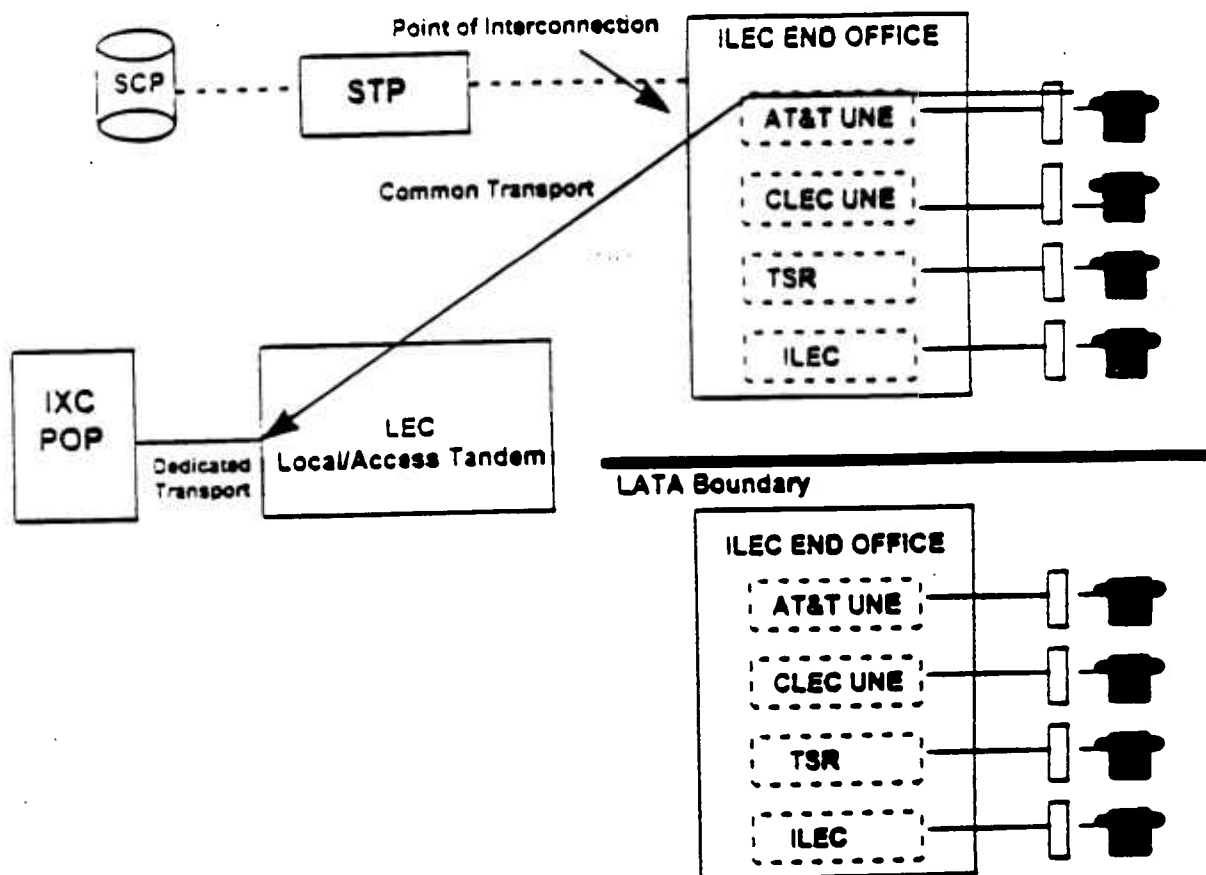
When a CLEC provides local exchange service through UNE arrangements, the call flows for intrastate/interLATA toll calls are as follows:

#### 21. AT&T UNE Originating to AT&T's IXC



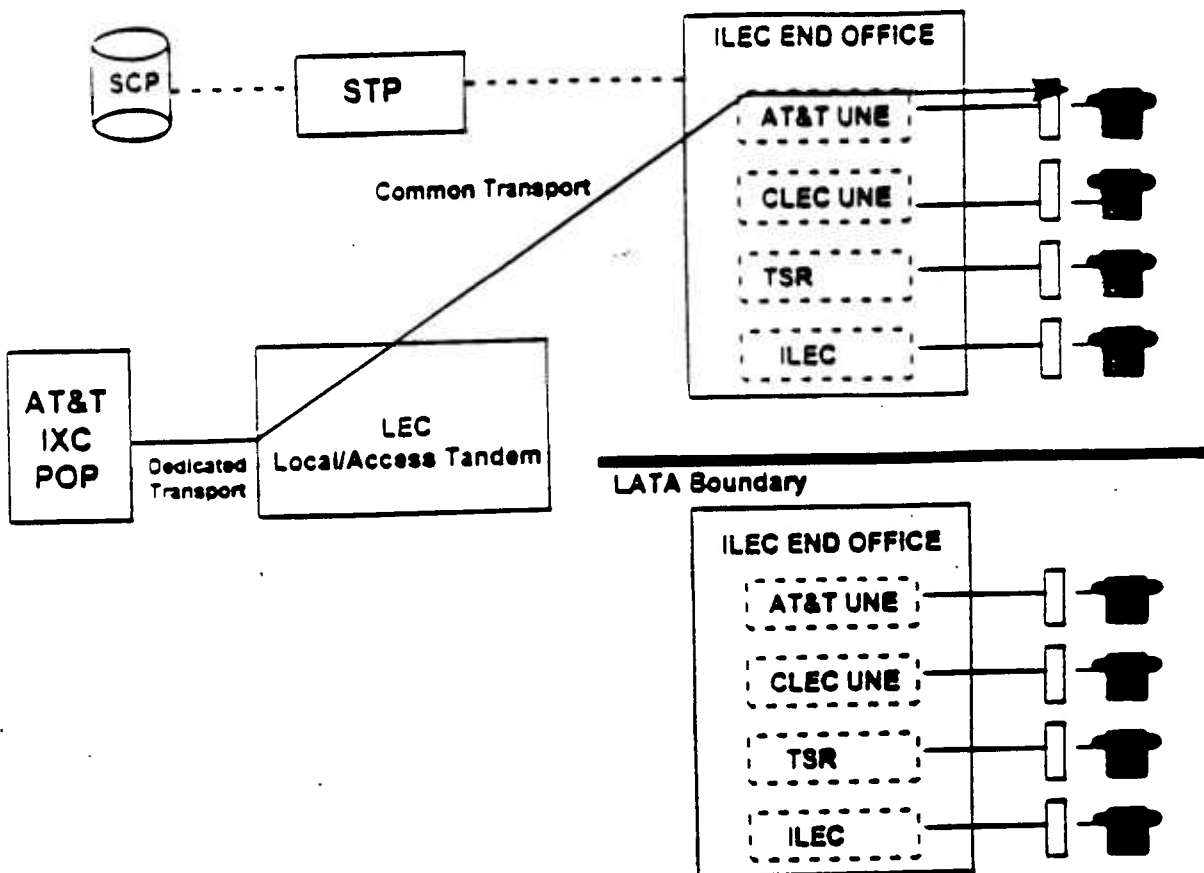
VERIZON charges ATT UNE one UNE local switching charge, common trunk usage, and a record processing charge. If IXC has usage based transport, UNE transport charges apply. [If IXC has dedicated transport, no UNE transport charges apply.] ATT UNE bills access charges to IXC. The distribution of IXC access charge revenues is in accordance with Applicable Laws.

## 22. AT&T UNE Originating to a Non-Affiliated IXC



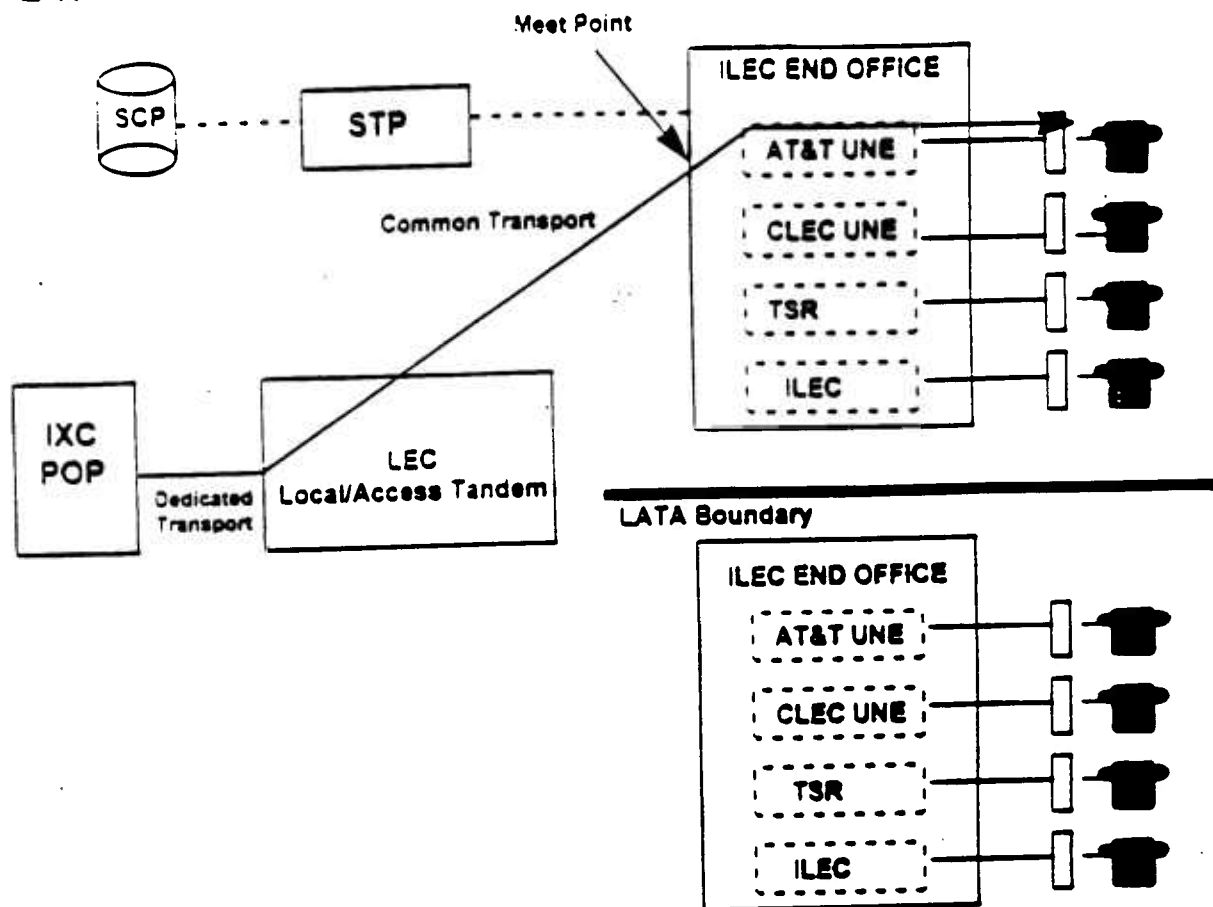
VERIZON charges ATT UNE one UNE local switching charge, common trunk usage, and a record processing charge. If IXC has usage based transport, UNE transport charges apply. If IXC has dedicated transport, no UNE transport charges apply. ATT UNE bills access charges to IXC. The distribution of IXC access charge revenues is in accordance with Applicable Laws.

## 23. AT&T UNE Terminating from AT&T's IXC



VERIZON charges ATT UNE one UNE local switching charge, common trunk usage, and a record processing charge. If IXC has usage based transport, UNE transport charges apply. If IXC has dedicated transport, no UNE transport charges apply. ATT UNE bills access charges to IXC. The distribution of IXC access charge revenues is in accordance with Applicable Laws.

## 24. AT&T UNE Terminating from Non-Affiliated IXC



VERIZON charges ATT UNE one UNE local switching charge, common trunk usage, and a record processing charge. If IXC has usage based transport, UNE transport charges apply. If IXC has dedicated transport, no UNE transport charges apply. ATT UNE bills access charges to IXC. The distribution of IXC access charge revenues is in accordance with Applicable Laws.



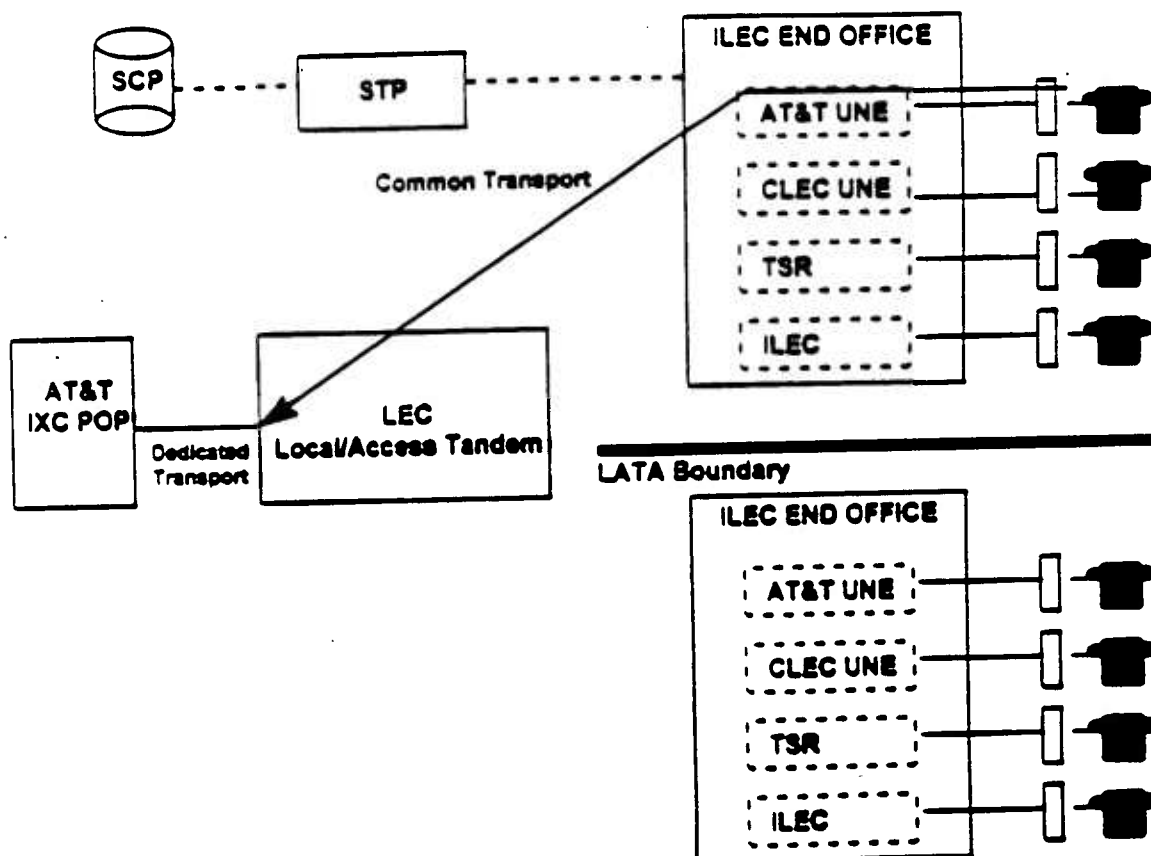
## TOLL CALLS - INTERSTATE

The following call flows assume that all calls are routed to an IXC point of presence. The IXC may be the CLEC's own IXC or another, non-affiliated IXC.

### UNBUNDLED NETWORK ELEMENTS

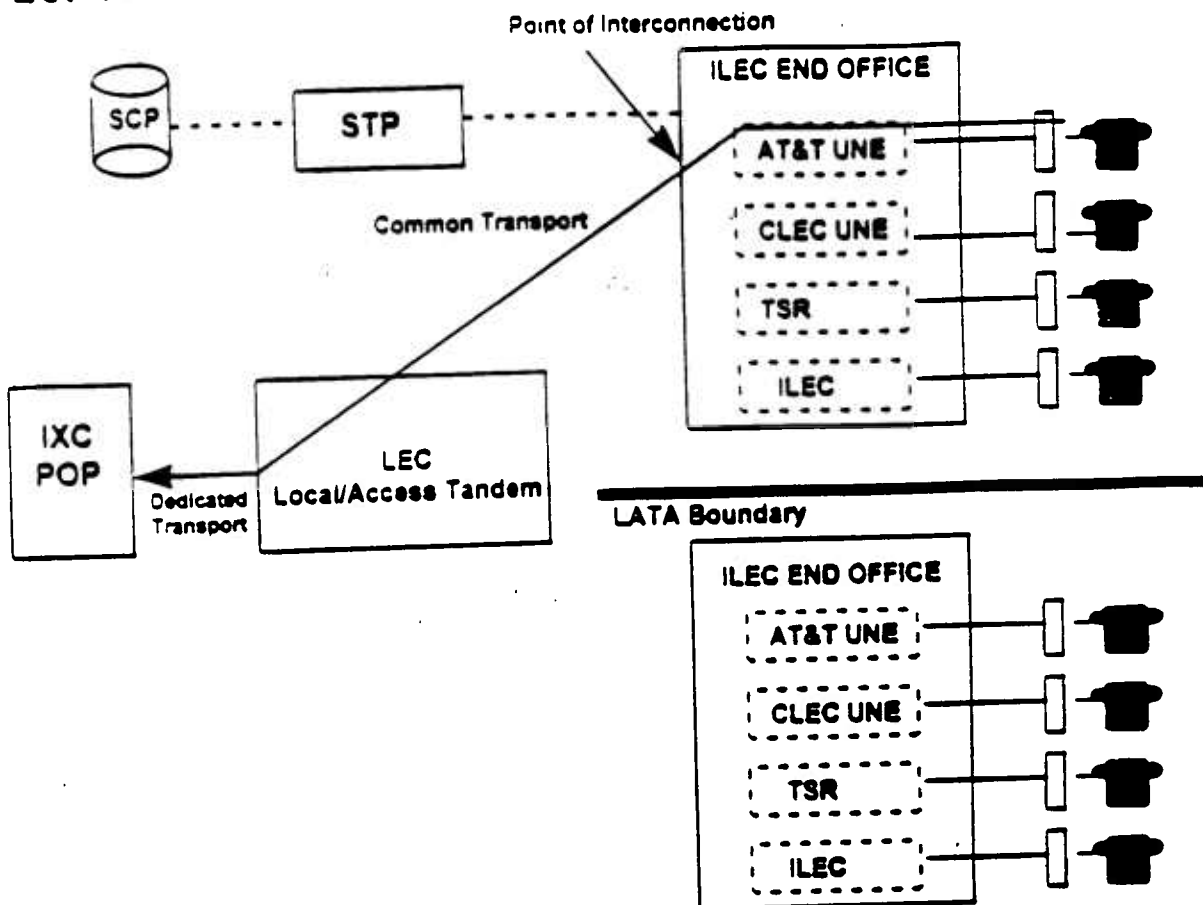
When a CLEC provides local exchange service through UNE arrangements, the call flows for interstate toll calls are as follows:

#### 25. AT&T UNE Originating to AT&T's IXC



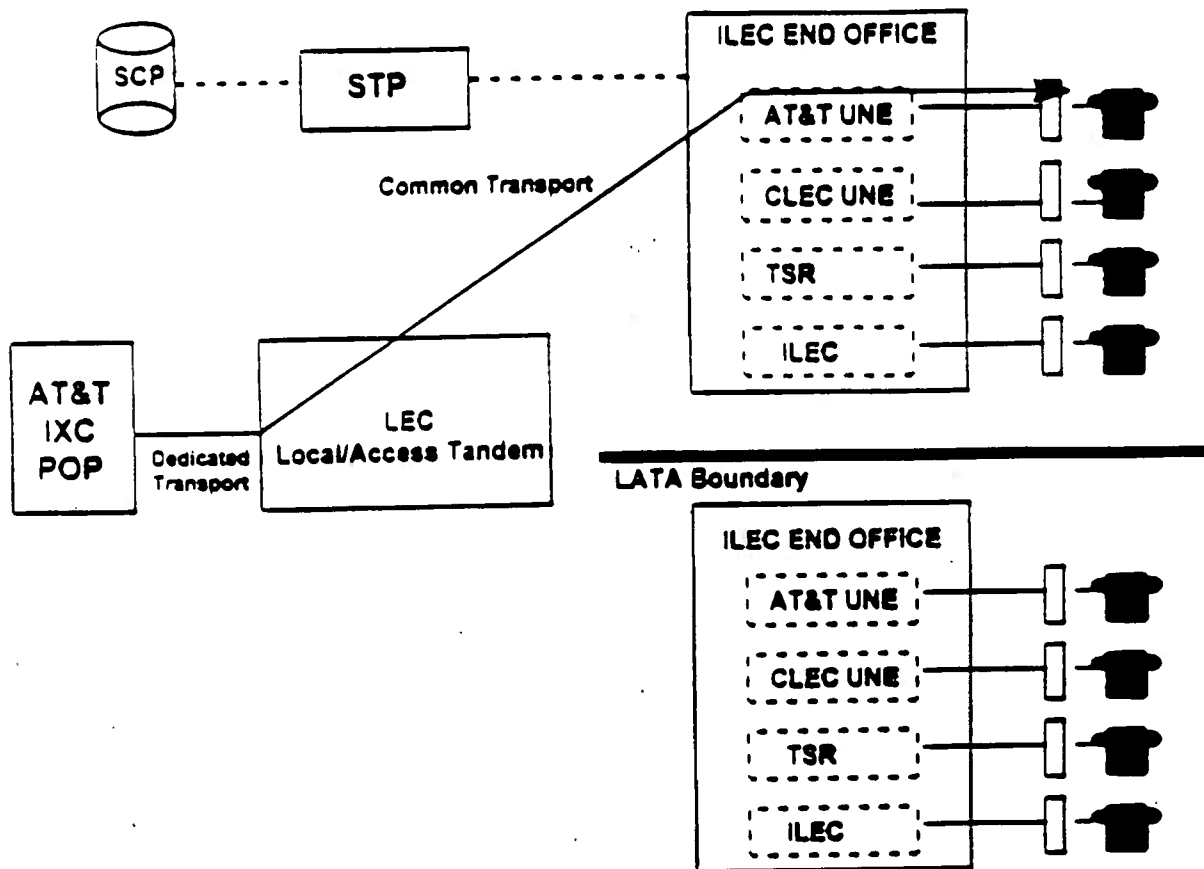
VERIZON charges ATT UNE one UNE local switching charge, common trunk usage, and a record processing charge. If IXC has usage based transport, UNE transport charges apply. If IXC has dedicated transport, no UNE transport charges apply. ATT UNE bills access charges to IXC. The distribution of IXC access charge revenues is in accordance with Applicable Laws.

## 26. AT&T UNE Originating to a Non-Affiliated IXC



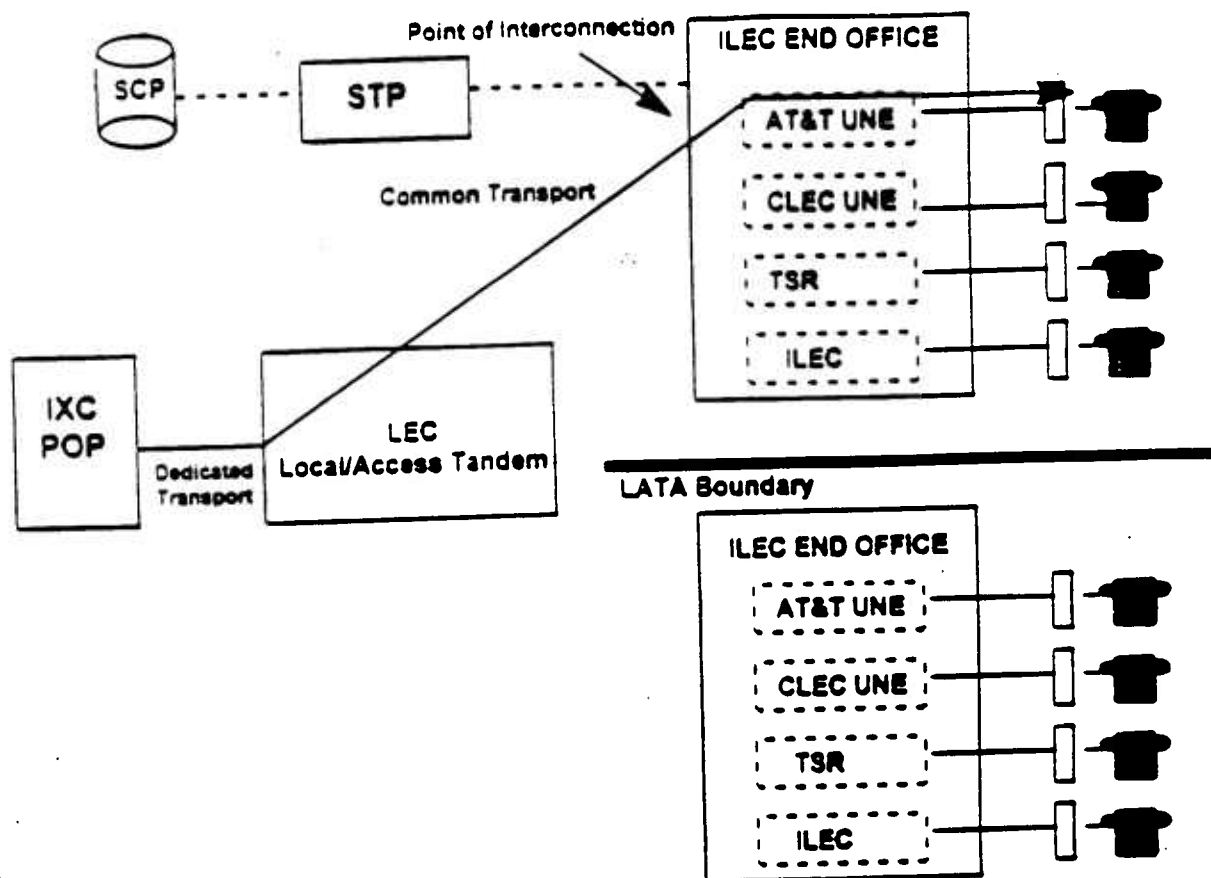
VERIZON charges ATT UNE one UNE local switching charge, common trunk usage, and a record processing charge. If IXC has usage based transport, UNE transport charges apply. If IXC has dedicated transport, no UNE transport charges apply. ATT UNE bills access charges to IXC. The distribution of IXC access charge revenues is in accordance with Applicable Laws.

## 27. AT&T UNE Terminating from AT&T's IXC



VERIZON charges ATT UNE one UNE local switching charge, common trunk usage, and a record processing charge. If IXC has usage based transport, UNE transport charges apply. If IXC has dedicated transport, no UNE transport charges apply. ATT UNE bills access charges to IXC. The distribution of IXC access charge revenues is in accordance with Applicable Laws.

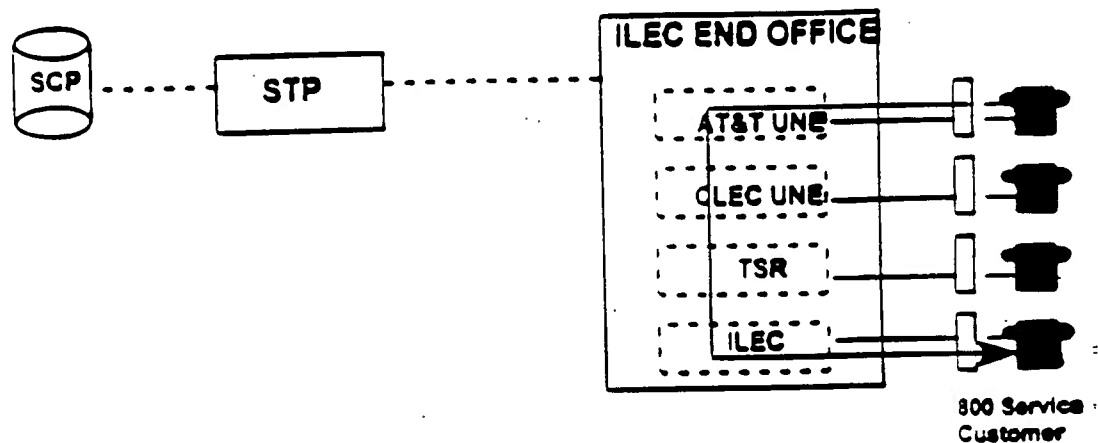
## 28. AT&T UNE Terminating from Non-Affiliated IXC



VERIZON charges ATT UNE one UNE local switching charge, common trunk usage, and a record processing charge. If IXC has usage based transport, UNE transport charges apply. If IXC has dedicated transport, no UNE transport charges apply. ATT UNE bills access charges to IXC. The distribution of IXC access charge revenues is in accordance with Applicable Laws.

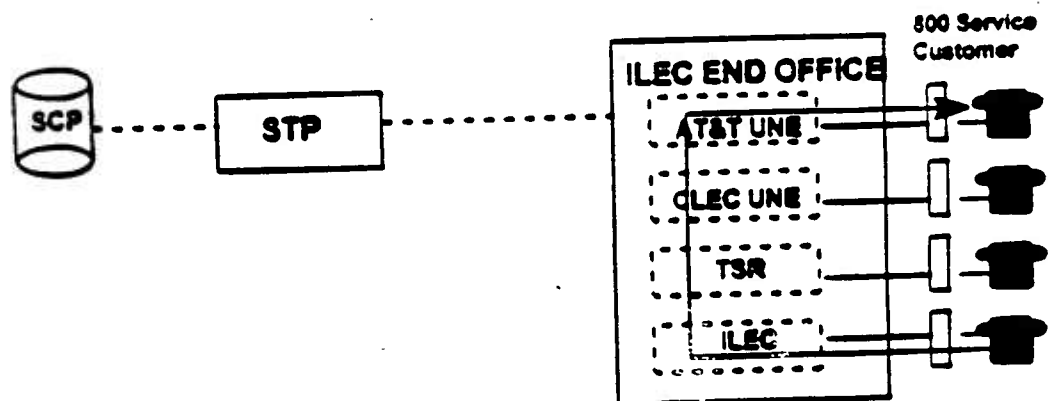
## LOCAL 800 CALLS

### 29. AT&T UNE Originating and ILEC Terminating Local 800 Service



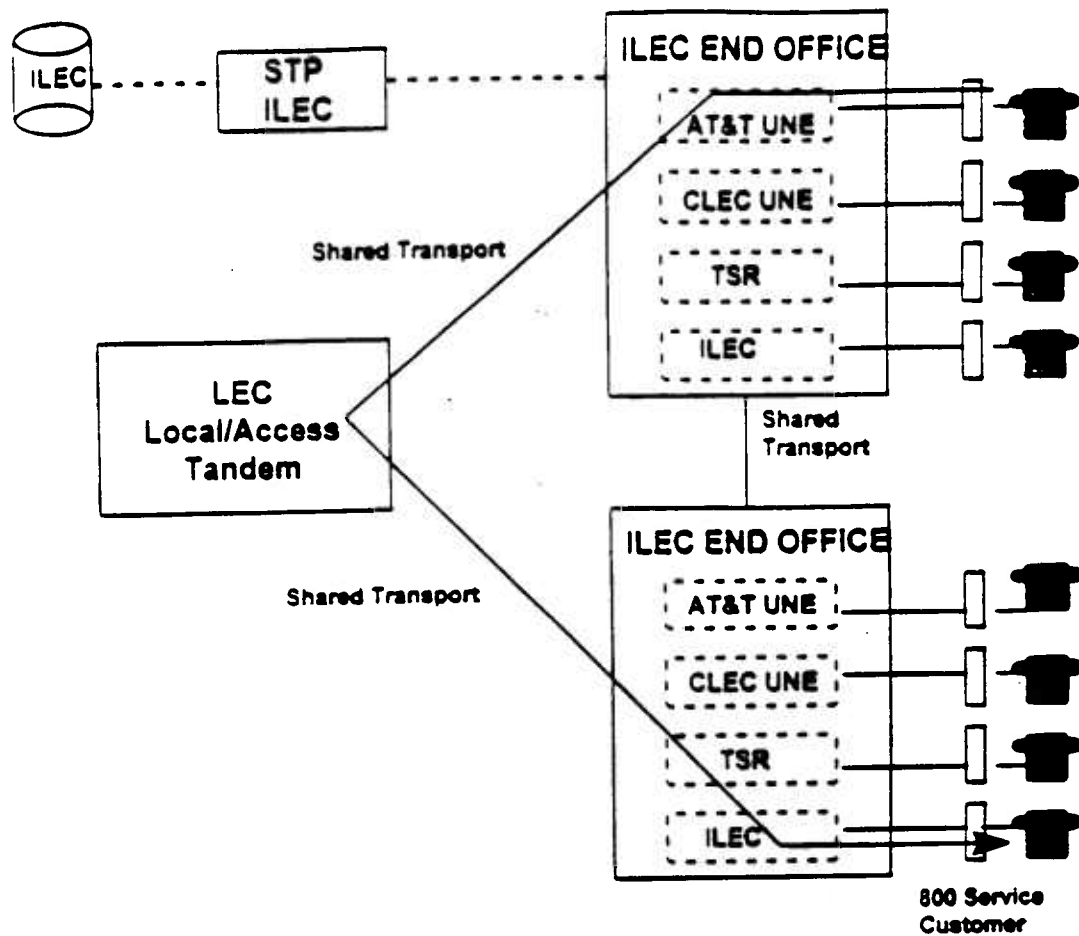
No usage charges apply to AT&T UNE.

### 30. ILEC Originating and AT&T UNE Terminating Local 800 Service



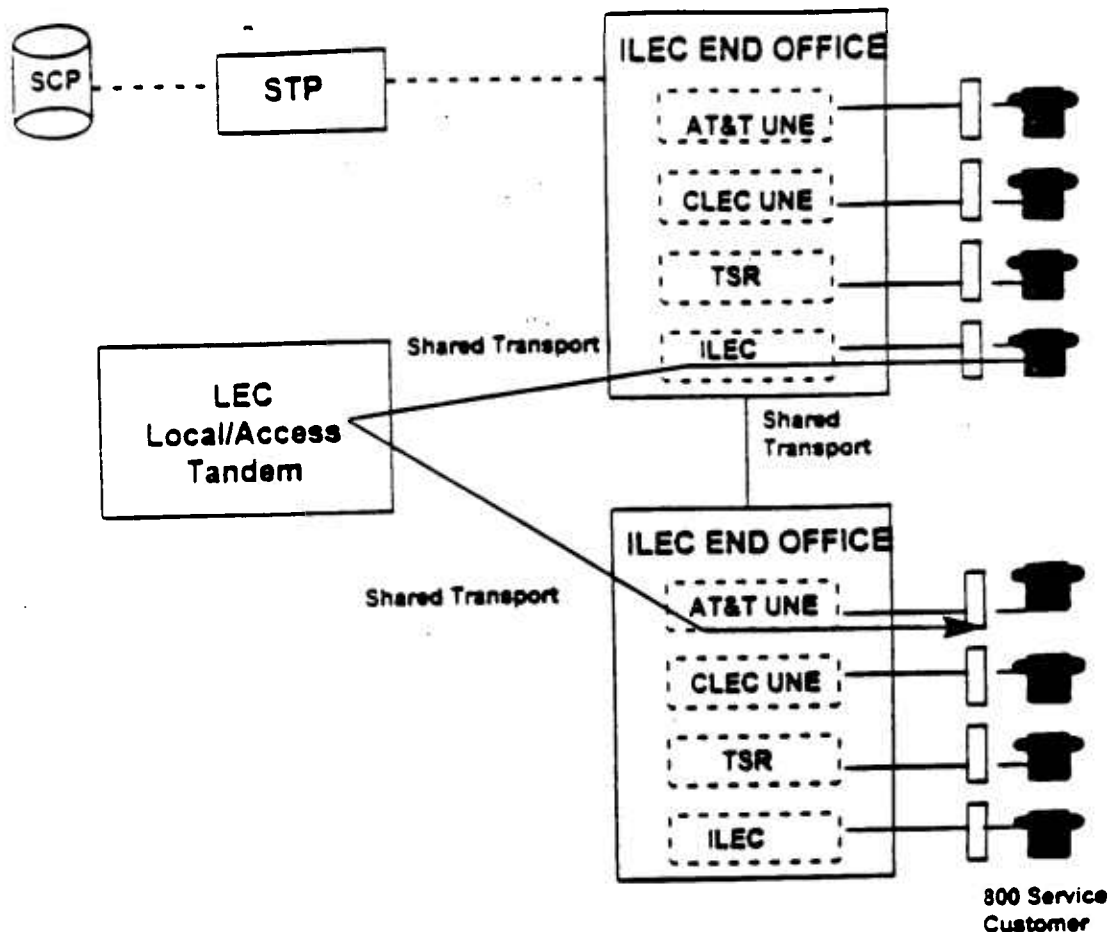
ILEC bills terminating AT&T UNE one Local Switching Usage Charge, 800 Database Query Charge and a Record Processing Charge.

### 31. AT&T UNE Originating and ILEC Terminating Local 800 Service



No usage charges apply to AT&T UNE. AT&T UNE shall not charge ILEC Reciprocal Compensation.

## 32. ILEC Originating and AT&T UNE Terminating Local 800



ILEC bills terminating AT&T UNE Local Switching Usage Charge, NYNEX Shared Transport Charge, Reciprocal Compensation Charge, 800 Database Query Charge and a Record Processing Charge. Reciprocal Compensation Charge is billed to terminating AT&T UNE at the Meetpoint A rate.

## ATTACHMENT 1

### Definitions

"AAA" means American Arbitration Association.

"Act" or "Telecommunications Act" means the Communications Act of 1934 (47 U.S.C. 153(R)), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

"Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes as specified in ANSI standards T1.413-1995-007R2.

"As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Automatic Number Identification" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

"Branding" means the initial identification by the VERIZON OSDAS automated system responding to an AT&T end-user call, of the local service provider for such end user. Additionally, VERIZON operators or automated systems shall not provide any conflicting brand for such OSDAS calls.

"BRI-ISDN" means 2-Wire ISDN-Compatible Digital Loop.

"Calling Party Number" is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the calling party.

"CCS" means one hundred (100) call seconds.

"Central Office Switch" means a switch used to provide Telecommunications Services,



including, but not limited to:

(a) "End Office Switches" which are used to terminate Customer station Links for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

"CLASS features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; Call Return and future CCIS-based offerings.

"Commission" or "PSC" means the New York Public Service Commission.

"Common Channel Interoffice Signaling" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

"Cross Connection" means a connection provided at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel to another suitable frame, panel or piece of equipment.

"Customer" means a third-party residence or business end user to Telecommunications Services provided by either of the Parties.

"Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

"Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division

multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Direct Customer Access Service" is an electronic interface system provided by VERIZON to facilitate the ordering, provisioning and maintenance of various interconnection arrangements.

"Exchange Message Record" means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, nonbillable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

"Fiber-Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

"High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octel ("3B1O").

"Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

"Integrated Services Digital Network" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for a digital transmission of two 64 kbps bearer channels and one 16 kbps data channel ("2B+D").

"Interconnection Point" means the point on the terminating Party's network to which the originating Party is financially responsible to deliver its traffic for completion. [CB]

"Line Sharing" is an arrangement by which VERIZON facilitates AT&T's provision of ADSL (in accordance with ITU-T 21.10), Splitterless ADSL (in accordance with ITU-T 21.19), FDSL (in accordance with ITU-T 59), MVL (a proprietary technology) or any other DSL technology that is determined to be acceptable for shared line deployment in accordance with local rules to a particular Customer location over an existing copper loop (including where an existing copper loop is made available via pair swaps or line and station transfers) that is being used simultaneously by VERIZON to provide analog circuit-switched voice grade service to that Customer by making available to AT&T for provisioning those Advanced Services that are presumed to be acceptable for shared

The deployment in accordance with FCC rules ("Advanced Services") the frequency range above the voice band on the same copper loop required by AT&T to provide such service. This Agreement addresses line sharing over loops that are entirely copper loops. Provided however, if VERIZON is required under Applicable Law to provide line sharing over loops that are not composed of copper facilities in their entirety, the provisions of Section 7.3 shall apply. The Parties do not intend anything in this Agreement to prejudice either A.T.'s position that line sharing may occur on loops constructed of fiber optic cable, digital optical cable, electronics, and copper distribution cable or VERIZON's position that line sharing can only occur over copper loops or copper sub-loops. Line Sharing also includes resold VERIZON voice services as described in Part I of this Agreement and a service arrangement in which VERIZON owns the splitter. [CL] [ISSUE ATT-5]

Line Splitting is an arrangement by which Verizon at A.T.'s Collocation arrangement (physical or virtual) or the Collocation arrangement provided by Verizon to another CLEC, facilitates A.T.'s provision of the other CLEC's provision on behalf of A.T. of ADSL in accordance with T1-413 or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular A.T. Customer over the high frequency range portion of a copper xDSL compatible loop (i.e., compatible with an xDSL service that is presumed to be acceptable for shared line deployment in accordance with FCC rules (data channel) provided by Verizon that is used simultaneously by A.T. to provide voice grade service to the Customer. [CL] [ISSUE ATT-5]

"Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

"Main Distribution Frame" means the distribution frame of the Party providing the Link (or Loop) used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

"Numbering Plan Area" means the 3-digit code which occupies the A, B, C positions in the 10-digit NANP format which applies throughout NANP area. NPAs are in the form of "NXX," where N is the number from 2 to 9 and X is a number from 0 to 9. In the NANP, NPAs are classified as either geographic or non-geographic. The common examples are NPAs in the N00 format, e.g., 800. N00 codes are commonly referred to as service access codes (SACs).

"NXX" means the three-digit code which appears as the first three digits of a seven digit telephone number.

Point of Interconnection, or POI, means the physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the

"Point of Termination Bay" means the intermediate distributing frame system which serves as the point of demarcation for collocated interconnection.

"Public Service Answering Point" means an answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

"Rate Center" means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific Rate Center.

"Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Telephone Exchange Service Traffic.

"Reciprocal Compensation Call" or "Reciprocal Compensation Traffic" means a Telephone Exchange Service Call completed between the Parties, which qualifies for Reciprocal Compensation pursuant to the terms of this Agreement and prevailing Commission rules that may exist.

"Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service.

"Synchronous Optical Network" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

"Telecommunications" is As Defined in the Act.

"Telecommunications Carrier" is As Defined in the Act.

"Telecommunications Service" is As Defined in the Act.

"Telephone Exchange Service" is As Defined in the Act.

"Telephone Exchange Service Call" or "Telephone Exchange Service Traffic" means a call completed between two Telephone Exchange Service Customers of the Parties located in the same LATA in the State of New York, originated on one Party's network (including AT&T's use of unbundled switching) and terminated on the other Party's facilities-based network where such call was not carried by a third party as either a presubscribed call (1+) or a casual dialed (10XXX or 101XXXX) call.

"Telephone Relay" means a service provided to speech and/or hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type recipient's response message to the speech or hearing-impaired caller.

"Xlink" an unbundled loop (or link) which is in place and connected to a VERIZON switch, where the loop and switch are both being purchased by AT&T on an unbundled basis.

## Acronyms

"ACD" means Automatic Call Distributor.  
"ADSL" means Asymmetrical Digital Subscriber Line.  
"AIN" means Advanced Intelligent Network.  
"ANI" means Automatic Number Identification.  
"VERIZONCR" means billing account cross reference.  
"VERIZONR" means billing account reference.  
"BDFB" means Battery Distribution Fuse Bay.  
"BLV" means Busy Line Verification.  
"BLVI" means Busy Line Verification and Interrupt.  
"CABS" means Carrier Access Billing System.  
"CPN" means Calling Party Number.  
"CIC" means carrier identification code.  
"CCIS" means Common Channel Interoffice Signaling.  
"CCL" means common carrier line.  
"COS" means class of service.  
"DCAS" means Direct Customer Access Service.  
"EBCDIC" means extended binary-coded decimal interchange code.  
"ECSRRS" means Electronic Customer Service Record Retrieval Service.  
"EFT" means electronic funds transfer.  
"EMR" means Exchange Message Record.  
"HDSL" means High-Bit Rate Digital Subscriber Line.  
"INP" means Interim Number Portability.  
"ISDN" means Integrated Services Digital Network.  
"IPPPs" means Independent Public Payphone Providers.  
"ISDN" means Integrated Services Digital Network.  
"IXC" means Interexchange Carrier.  
"LATA" means Local Access and Transport Area.  
"LEC" means Local Exchange Carrier.  
"LERG" means Local Exchange Routing Guide.  
"LIDB" means Line Information Database.  
"LSO" means Local Serving Office.  
"MDF" means Main Distribution Frame.  
"MECAB" means Multiple Exchange Carrier Access Billing.  
"MECOD" means Multiple Exchange Carriers Ordering and Design.  
"MLT" means Mechanized Loop Testing.

"MPB" means meet-point billing.  
"NECA" means National Exchange Carrier Association.  
"NID" means Network Interface Device.  
"NPA" means Numbering Plan Area.  
"OBF" means the Ordering and Billing Forum.  
"OSDAS" means Operator Services and Directory Assistance Services.  
"OSHA" means the Occupational Safety and Health Act.  
"OSS" means Operations Support Systems.  
"PAL" means Public Access Line.  
"POT Bay" means Point of Termination Bay.  
"PSAP" means Public Service Answering Point.  
"RIC" means residual interconnection charges.  
"RLM" means Remote Line Module.  
"ROW" means rights of way.  
"RSM" means Remote Switching Module.  
"SCP" means Service Control Point.  
"SMS" means Service Management Systems.  
"SONET" means Synchronous Optical Network.  
"SPOC" means single point of contact.  
"SPOI" means Signaling Points of Interconnection.  
"STP" means Signalling Transfer Points.  
"TSR" means total service resale.  
"WTNs" means working telephone numbers.

**ATTACHMENT 2 - INTERCONNECTION AND RELATED TERMS [Entire Attachment 2 - New Language] [CB]**

Unless otherwise indicated, the section and subsection references herein shall be to the sections of this Attachment 2.

**1.0 – 3.0 [Intentionally Omitted]**

**4.0 Interconnection Pursuant To Section 251(c)(2)**

The types of Traffic to be exchanged under this Agreement shall be Local Traffic, IntraLATA Toll (and InterLATA Toll, as applicable) Traffic, Transit Traffic, Meet Point Billing Traffic, and Ancillary Traffic. Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to this Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established in accordance with Sections 4.2 and 4.3 below.

**4.1 Scope**

4.1.1 Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups:

Traffic Exchange Trunks for the transmission and routing of terminating Local Traffic, Transit Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) (hereinafter, "8YY") traffic, IntraLATA Toll Traffic, and, as set forth in Subsection 4.2.8 below, InterLATA Toll Traffic between their respective Telephone Exchange Service Customers pursuant to Section 251(c)(2) of the Act, in accordance with Section 5 below;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, between Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6 below;

Untranslated 8YY Access Toll Connecting Trunks for the transmission and routing of untranslated 8YY traffic from AT&T Telephone Exchange Service Customers to VERIZON for translation in accordance with Section 6 below;

LEC Bound 8YY Access Toll Connection Trunks for the transmission and routing of LEC Bound translated 8YY traffic.

IXC Bound 8YY Access Toll Connection Trunks for the transmission and



routing of IXC Bound translated 8YY traffic.

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 7 below;  
911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7 below;

Choke Trunks for traffic congestion and testing where traffic management or protective protocol such as call gapping are not implemented.

Other trunks as may be requested and agreed to by the parties.

4.1.2 Points of Interconnection. AT&T may establish a POI at any technically feasible point on VERIZON's network. VERIZON may establish a POI at any mutually agreed to point on the AT&T network. **ISSUE ATT 191**

4.1.3 Interconnection Points. For the purpose of receiving Local and IntraLATA Toll Traffic, Transit Traffic and Meet Point Traffic from the other Party, the Parties shall mutually agree to the quantity and location of Interconnection Points ("IPs") that each Party will establish within each respective LATA. In the event that the Parties cannot reach mutual agreement as to the quantity and location of IPs in the LATA, the default shall be either (1) if the number of the VERIZON tandem locations is greater than the number of AT&T Switch Centers, the location of each AT&T Switch Center and an equal number of VERIZON tandem locations of VERIZON's choosing or (2) if the number of AT&T Switch Centers is greater than the number of VERIZON tandem locations, the location of each VERIZON tandem and an equal number of AT&T Switch Centers of AT&T's choosing. AT&T Switch Center is any AT&T location having one or more switches used to provide local exchange service. The IPs on AT&T's network from which AT&T will provide transport and termination of traffic to its customers shall be designated as the AT&T-IPs. The IPs on the VERIZON network from which VERIZON will provide transport and termination of traffic to its Customers shall be designated as the VERIZON-IPs. Each Party shall be responsible for delivering its terminating traffic to the other Party's designated IP associated with the terminating IP. AT&T and VERIZON will have an equal number of IPs. The originating Party shall establish at least one interconnection point ("IP") in the LATA. The IP location(s) may be the same, partially the same or completely different than the IP location(s) of the other Party. Each Party will be responsible for providing transport on its side of the IP. In the event that AT&T does not deploy the switch within a LATA, AT&T agrees to provide the transport between a switch in another LATA and a point (i.e., a facility point of presence) within the LATA in which AT&T offers service. Such facility point of presence shall be deemed to be an AT&T Switch Center for the purposes of this Section 4. **ISSUE ATT 191**

4.1.4 Transition to New Arrangements. The Parties will convert all existing interconnection arrangements and trunks to the interconnection arrangements described in this Agreement in accordance with the following:

4.1.4.1 Within forty five (45) days of the Effective Date of this Agreement, the Parties will mutually develop a transition plan for each LATA based on the terms of this Agreement, that will specify: (1) each Party's IPs; (2) to the extent known at that time, each Party's plans for deploying new interconnection facilities (e.g., build or lease); (3) the existing interconnection arrangements that will be grandfathered, if any; (4) the applicable grandfather period for each such arrangement; (5) the sequence and timeframes for the balance of the existing arrangements to be converted to the new interconnection arrangement; and (6) any special ordering and implementation procedures to be used for such conversions.

4.1.4.2 Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Agreement. **ISSUE/ATT-21**

4.1.4.3 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the Effective Date of the Agreement.

4.1.4.4 If, following one (1) year after the Effective Date of the Agreement, there exists any interconnection trunks which (1) are not grandfathered pursuant to Section 4.1.1 of this Attachment and (2) have not been converted to the interconnection arrangements described in this Agreement, then either Party may elect to initiate an Alternative Dispute Resolution proceeding, in accordance with the process set forth in Section 16 of this Agreement, to require the other party to complete such conversion. **ISSUE/ATT-21**

4.1.5 The Parties shall configure separate interconnection trunk groups (as described in Subsection 4.1.1 above) for Traffic Exchange Trunks from AT&T to VERIZON, and for traffic from VERIZON to AT&T, respectively; however, the trunk groups shall be equipped as two-way trunks for testing purposes. This Section 4.1.5 does not apply to Meet Point Trunks.

## **4.2 Interconnection Methods**

4.2.1 Each party may use any of the following methods for interconnection for its originating traffic subject to the limitations specified below:

(a) Interconnection by one Party at the premises of the other Party.

(1) In the case of AT&T, AT&T's use of a Collocation facility, pursuant to the terms in Part III.

(2) In the case of VERIZON, VERIZON's use of a Space License in accordance with the terms of Appendix A of this Attachment 2. VERIZON shall use this arrangement only for traffic exchanged between the Parties pursuant to this Section 4.

(b) AT&T's use of a Collocation facility established separately by a third party

with whom AT&T has contracted for such purposes.

- (c) The use by either Party of a leased facility from a the other Party or third party (and any necessary multiplexing), where such facility extends to the IP of the other Party.
- (d) When mutually agreed to by the Parties, Mid-Span Fiber Meet pursuant to mutual agreement in accordance with Section 4.3.
- (e) AT&T's use of Dedicated Transport pursuant to Part II, Section 2.9.5.2.
- (f) Interconnection via cable (e.g., a DS1 or DS3 interface) between the premises of the terminating party and different premises of the originating party that is within cabling distance.
- (g) Either Party may combine originating Local and IntraLATA Toll with exchange access traffic on Feature Group B and D exchange access trunks it obtains from the other Party, and report to the other Party the factors necessary for proper billing of such combined traffic. Such reporting requirements are provided in 5.6.1 of this Attachment.
- (h) VERIZON will make available to AT&T any other technically feasible method of interconnection, using the Bona Fide Request process set forth in Exhibit A to Part II.

#### **4.3 Mid-Span Fiber Meets**

4.3.1 In addition to the foregoing methods of Interconnection, the Parties may agree, at either Party's request at any time, to establish (i) a Mid-Span Fiber Meet arrangement in accordance with the terms of this Subsection 4.3 that utilizes transmission facilities or (ii) a SONET backbone with an electrical interface at the DS-3 level where and on the same terms VERIZON offers such SONET services to other carriers.

4.3.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augmentation, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties' having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements may not be restricted for a reasonable period.

4.3.3 AT&T and VERIZON shall work cooperatively to install and maintain a reliable network as agreed pursuant to Section 4.4.2.

4.3.4 AT&T and VERIZON shall exchange appropriate information (e.g., maintenance contact numbers, information related to the jointly constructed network configuration, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.3.5 AT&T and VERIZON shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion.

#### **4.4 Interconnection in Additional LATAs**

4.4.1 If AT&T determines to offer Telephone Exchange Services in any additional LATA in which VERIZON also offers Telephone Exchange Services, AT&T shall provide written notice to VERIZON of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.4.2 The notice provided in subsection 4.4.1 shall include (a) the initial Rating Point AT&T has designated in the new LATA; (b) AT&T's intended Interconnection activation date and (c) a forecast of AT&T's trunking requirements. Within ten (10) business days of VERIZON's receipt of AT&T's notice provided for in subsection 4.4.1, VERIZON and AT&T shall confirm the VERIZON-IP, the AT&T-IP and the Interconnection activation date for the new LATA by attaching an addendum to Schedule

4.4.3 Unless otherwise agreed to by the Parties, and except as provided in this Section 4, the Interconnection activation date in a new LATA shall not be earlier than sixty (60) days, and not later than one hundred twenty (120) days after receipt by VERIZON of all complete and accurate trunk orders and routing information. Before AT&T can issue complete and accurate trunk orders and routing information, SS7 certification testing and construction of transport arrangements used to carry interoffice trunking must be complete.

#### **4.5 Interconnection Points for Different Types of Traffic**

Any additional traffic that is not covered in Section 4.1 shall be subject to separate negotiations between the Parties, except that (i) either Party may deliver traffic of any type or character to the other Party for termination as long as the delivering Party pays the receiving Party's applicable rate for such traffic, and (ii) upon a *bona fide* request from either Party, the Parties will exercise all reasonable efforts to conclude an agreement covering the exchange of such traffic.

## **5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(C)(2) AND CALL DETAIL**

### **5.1 Scope of Traffic**

Section 5 prescribes parameters for trunk groups (the "Traffic Exchange Trunks") to be effected over the Interconnections specified in Section 4 for the transmission and routing of Local Traffic, Transit Traffic, translated LEC IntraLata 800/888 traffic, InterLATA Toll Traffic (to the extent applicable), and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

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

5.2.1 Traffic Exchange Trunk group connections will be made at a DS-1 or DS-3 level. Higher speed connections shall be made, when and where available, in accordance with the Joint Implementation and Grooming Process prescribed in Section 10 of this Attachment II. Ancillary Traffic trunk groups may be made below a DS-1 level, as may be mutually agreed to by both Parties.

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

5.2.3 Unless mutually agreed to by both Parties, each Party will send a Carrier Identification Code and outpulse ten (10) digits to the other Party.

5.2.4 Each Party will use commercially reasonable efforts to monitor its trunk groups 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, with the exception of (a) E911/911, in accordance with Section 7 of this Attachment II.

### **5.3 Additional Switching System Hierarchy and Trunking Requirements**

For purposes of routing AT&T traffic to VERIZON, the subtending arrangements between VERIZON Tandem Switches and VERIZON End Office Switches shall be the same as the Tandem/End Office subtending arrangements VERIZON maintains for the routing of its own or other carriers' traffic. For purposes of routing VERIZON traffic to AT&T, the subtending arrangements between AT&T Tandem Switches (or functional equivalent) and AT&T End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which AT&T maintains for the routing of its own or other carriers' traffic.

### **5.4 Signaling**

Each Party will provide the other Party with access to its databases and

associated signaling necessary for the routing and completion of the other Party's traffic.

## **5.5 Grades of Service**

Each Party shall engineer and shall monitor and service all trunk groups under its control consistent with the Joint Implementation and Grooming Process as set forth in Section 10 of this Attachment II, and any service standards established herein or in relevant FCC or Commission regulations or proceedings.

## **5.6 Measurement and Billing**

5.6.1 VERIZON will bill and record in accordance with this Agreement those charges AT&T incurs as a result of AT&T purchasing from VERIZON Network Elements, Combinations (Part II, Unbundled Network Elements and Combinations), and Resold Service (Part I, Resale) as set forth in this Agreement (hereinafter "Connectivity Charges"). Each bill for Connectivity Charges (hereinafter "Connectivity Bill") shall be formatted in accordance with CABS or SECAB, as appropriate, and comply with the requirements of Attachment 6.

5.6.2 Each Unbundled Network Element, Combination, or Resold Service purchased by AT&T shall be assigned a separate and unique billing code in the form agreed to by the parties and such code shall be provided to AT&T on each Connectivity Bill in which charges for such Elements, Combinations, or Resold Services appear.

5.6.3 Connectivity Bills will be provided by VERIZON on a monthly basis and shall include: (a) all non-usage sensitive charges incurred for the period beginning with the current bill date and extending up to, but not including, the next bill date, (b) any known unbilled non-usage sensitive charges for prior periods, (c) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (d) any known unbilled usage sensitive charges for prior periods, and (e) any known unbilled adjustments. Each Connectivity Bill shall set forth the quantity and description of each such Unbundled Network Element, Combination, or Resold Service billed to AT&T. All Connectivity Charges billed to AT&T must indicate the State from which such charges were incurred.

5.6.4 The Bill Date, as defined herein, must be present on each bill transmitted by VERIZON to AT&T. Connectivity Bills shall not be rendered for any Connectivity Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date. In addition, on each bill where a jurisdiction is identified, local and local toll charges shall be identified as Local and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA.

5.6.5 VERIZON shall bill AT&T for each Unbundled Network Element, Combination, or Resold Service supplied by ILEC to AT&T pursuant to this Agreement at the rates set forth in this Agreement. VERIZON will bill AT&T based on

the actual Connectivity Charges incurred, provided, however, for those usage based Connectivity Charges where actual charge information is not determinable by VERIZON, the parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based Connectivity Charges shall be in actual conversation seconds based upon a tenth of a second increment. The total conversation seconds per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded to the next whole minute.

5.6.6 AT&T may request that certain categories of Connectivity Charges be included in separate Connectivity Bills which are to be sent to different billing addresses.

5.6.7 Except as otherwise specified in this Agreement, each party shall be responsible for (a) all costs and expenses it incurs in complying with its obligations under this Agreement and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

5.6.8 Each party shall provide the other party at no additional charge a contact person for the handling of any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Section and Attachment 6.

5.6.9 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on each call carried over the Traffic Exchange Trunks at such time as the originating switch is equipped for SS7. At such time as either Party has the ability, as the Party receiving the traffic, to use such CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic termination rates, Intrastate Exchange Access rates, or Interstate Exchange Access rates applicable to each minute of Traffic for which CPN is passed, as provided in Part IV and applicable Tariffs.

5.6.10 If, under the circumstances set forth in Subsection 5.6.9, the originating Party does not pass CPN on up to ten percent (10%) of calls, the receiving Party shall bill the originating Party the Local Traffic termination rates, Intrastate Exchange Access rates, Intrastate/Interstate Transit Traffic rates, or Interstate Exchange Access rates applicable to each minute of traffic, as provided in Part IV and applicable Tariffs, for which CPN is passed. For the remaining up to ten percent (10%) of calls without CPN information, the receiving Party shall bill the originating Party for such traffic as Local Traffic termination rates, Intrastate Exchange Access rates, Intrastate/Interstate Transit Traffic rates, or Interstate Exchange Access rates applicable to each minute of traffic, as provided in Part IV and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

5.6.11 If the originating Party does not pass CPN on more than

ten percent (10%) of calls, or if the receiving Party lacks the ability to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, it will supply an auditable Percent Local Use ("PLU") report quarterly, based on the previous three months' traffic, and applicable to the following three months. If the originating Party also chooses to combine Interstate and Intrastate Toll Traffic on the same trunk group, it will supply an auditable Percent Interstate Use ("PIU") report quarterly, based on the previous three months' terminating traffic, and applicable to the following three months. In lieu of the foregoing PLU and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon interim period. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.

5.6.12 On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the traffic reported. VERIZON and AT&T shall retain records of call detail for a minimum of nine (9) months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.6.13 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating interLATA 8YY calls shall be in accordance with applicable tariffs.

## **5.7 Reciprocal Compensation Arrangements - Section 251(b)(5)**

Reciprocal Compensation arrangements address the transport and termination of Local Traffic, including IntraLATA Toll Traffic for the purposes of reciprocal compensation, except as provided in Section 5.7.2. VERIZON's delivery of Traffic to AT&T that originates with a third carrier is addressed in Subsection 7.3. Where AT&T delivers Traffic (other than Local Traffic) to VERIZON, except as may be set forth herein or subsequently agreed to by the Parties, AT&T shall pay VERIZON the same amount that such carrier would have paid VERIZON for termination of that Traffic at the location the Traffic is delivered to VERIZON by AT&T. Compensation for the transport and termination of traffic not specifically addressed in this Subsection 5.7 shall be as provided elsewhere in this Agreement, or, if not so provided, as required by the Tariffs



of the Party transporting and/or terminating the traffic. VERIZON shall provide notice to AT&T of any VERIZON filing to the Commission that would alter the classification of particular traffic as local or intraLATA toll Traffic.

5.7.1 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.

5.7.2 The Parties shall compensate each other for the transport and termination of Local Traffic, including IntraLATA Toll Traffic, in an equal and symmetrical manner at the rates provided in the Detailed Schedule of Itemized Charges (Part IV hereto), as may be amended from time to time in accordance with Part IV and Subsection 5.7.2.1, below. These rates are to be applied at the AT&T-IP for traffic delivered by VERIZON, and at the VERIZON-IP for traffic delivered by AT&T. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the VERIZON-IP or the AT&T-IP, except as set forth in Part IV. When Local Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the Toll Traffic shall be prorated to be applied only to the Toll Traffic.

5.7.2.1 AT&T will pay VERIZON the approved rate for termination of Local Traffic at the Tandem Office rate (including both transport and End Office termination) for Local Traffic AT&T delivers to VERIZON via tandem trunks, and AT&T will pay VERIZON the approved rate for End Office termination for Local Traffic AT&T delivers to VERIZON via end office trunks. VERIZON will pay AT&T the approved Tandem Office rate set forth in Part IV for Local Traffic VERIZON delivers to AT&T.

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5.7.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs.

5.7.4 Compensation for transport and termination of all Traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 19 shall be as specified in Section 19 in the General Terms and Conditions of this Agreement.

5.7.5 Each Party reserves the right to measure and audit all Traffic, to ensure that proper 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 or permit the other Party's recording equipment to be installed for sampling purposes in conjunction with any such audit. Except as otherwise provided herein, audits shall be conducted pursuant to Section 10.4 in the General Terms and Conditions of this Agreement.

5.7.6 The transport for alternate-billed calls (e.g. collect, calling card, and third party billed calls) will be billed in accordance with the applicable provisions of this agreement. The Parties will mutually arrange for settlement of intraLATA intrastate alternate-billed calls (e.g. collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in New York.

5.7.7 Where AT&T provides service to an AT&T Customer using any combination of Network Elements that includes the unbundled local switching Network Element, the Parties shall adopt a "bill and keep" compensation arrangement for Local Traffic. Under this compensation arrangement, the terminating carrier will not charge the originating carrier for Local Traffic at either the appropriate end office or access tandem rate. Notwithstanding the implementation of "bill and keep" compensation arrangement for Local Traffic, VERIZON will record and forward to AT&T all associated usage as provided in Section 5.8.

## **5.8 Call Detail**

5.8.1 VERIZON will record usage originating from AT&T customers using certain VERIZON Network Elements or VERIZON Telecommunications Services with no rounding of billable time on unrated usage to full minutes. Recorded usage detail generally includes, but is not limited to, the following categories of information where VERIZON currently records such data in the ordinary course of its business: (i) completed calls, including 800 calls and alternately billed calls; (ii) calls to directory assistance; and (iii) calls to and completed by Operator Services where VERIZON provides such service to an AT&T Customer. The Parties agree that they will record call detail information if technically feasible even if such certain records or call detail information has not been recorded in the past.

5.8.2 These records shall be transmitted to the other Party daily in EMR format via Connect:Direct, provided however that if AT&T and VERIZON do not have Connect:Direct capabilities, such records shall be transmitted as the parties agree. VERIZON and AT&T agree that they will retain, at each party's sole expense, copies of all AMA records transmitted to the other party for at least seven (7) calendar days after transmission to the other party.

5.8.3 VERIZON will provide AT&T valid lists and ongoing updates of all carrier identification codes ("CIC") and associated billing information for each VERIZON tandem to insure accurate billing in accordance with guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.

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5.8.4 Each party will provide the other party with a carrier identification code ("CIC") on each EMR record transmitted to the other party. **CB**

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5.8.5 If VERIZON does not have a CIC for any local exchange

carrier, CLEC or IXC for whom VERIZON must supply to AT&T Connectivity Billing records or information pursuant to this Section 5.8, VERIZON agrees that it will assist the local exchange carrier, CLEC or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, CLEC or IXC has received a CIC, VERIZON agrees that it will submit its CIC to AT&T on those records for billing and payment. VERIZON further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier. **CB ISSUE 7-11-29**

5.8.6 If AT&T does not have a CIC for any local exchange carrier, CLEC or IXC for whom AT&T must supply to LEC Connectivity Billing records or information pursuant to this Section 5.8, AT&T agrees that it will assist the local exchange carrier, CLEC or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, CLEC or IXC has received a CIC, AT&T agrees that it will submit its CIC to VERIZON on those records for billing and payment. AT&T further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier. **CB ISSUE 7-11-29**

5.8.7 VERIZON agrees that it will meet the following performance measurements for the provision of EMR records:

5.8.8 Timeliness: Of the total number of records recorded each day, 99% of all such records should be received within five (5) calendar days of their recording. Of the total number of records recorded each day, 100% of all such records should be received within ten (10) calendar days of their recording.

5.8.9 Accuracy: There should be no more than 60 errors per one (1) million records transmitted.

5.8.10 Completeness: There should be no more than 20 omissions per one (1) million records.

5.8.11 Each party shall provide the other party at no additional charge a contact person for resolving any data exchange problems.

## **6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)**

### **6.1 Scope of Traffic**

Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between the Parties Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where the Party elects to have its End Office Switch subtend the other Party's Tandem. This includes casually-dialed (10XXX and 101XXXX) traffic.

## **6.2 Trunk Group Architecture and Traffic Routing**

6.2.1 Each Party shall establish two-way Access Toll Connecting Trunks by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from its Customers. Neither Party will charge the other Party for the facilities, including multiplexing and cross-connects.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow the Parties Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a VERIZON Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an AT&T Switch which provides Telephone Exchange Service and Switched Exchange Access in a given LATA to a Tandem VERIZON utilizes to provide Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which VERIZON Tandem(s) will be subtended by each AT&T Switch. AT&T's switch shall subtend the VERIZON Tandem that would have served the same rate center on VERIZON's network. Alternative configurations will be discussed and negotiated in good faith as part of the Joint Implementation and Grooming Process.

6.2.5 The Untranslated 8YY Access Toll Connecting Trunks will be established as a one-way trunk to enable AT&T to deliver untranslated 8YY traffic to VERIZON's SSP.

6.2.6 The Parties will agree on a single destination point in the LATA for the delivery of all Translated LEC Bound 8YY Access Traffic.

6.2.7 The Parties agree to cooperate in determining the future technical feasibility of routing originating meet point billing traffic via a tandem of one Party and a tandem of the other Party for the purpose of delivering such traffic to the Exchange Access Customer. If such an arrangement is found to be technically feasible, the Parties will cooperate in implementing the arrangement, including the adoption of the appropriate compensation terms.

6.2.8 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem

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Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.

6.2.9 Originating Feature Group B calls delivered to either Party's tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem.

6.2.10 The Parties will establish separate, two-way trunk groups to carry Meet Point Traffic. The trunks will be established in GR-394-CORE format. The Parties agree that the following provisions will apply to the switching and transport of Meet Point Traffic:

6.2.10.1 Each Party will provide to the other Party tandem switching and transport of Feature Group B and D calls from end-users who have chosen an IXC that is connected to the first Party's tandem switch.

6.2.10.2 When VERIZON provides the tandem switching and AT&T provides the transport function, then (i) neither Party will charge the other for the use of its facilities; and (ii) the Parties will allocate revenues from the switched access services provided to the IXC in accordance with MECOD/MECAB guidelines.

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6.2.10.3 When AT&T provides the tandem switching and the transport function, and AT&T routes traffic via direct end-office trunks, then (i) AT&T will bill the IXC for switched access services; and (ii) notwithstanding the MECOD/MECAB guidelines, the amounts collected from the IXC will be allocated 30% to AT&T, 70% to VERIZON. VERIZON will bill AT&T for VERIZON's share. **ISSUE**

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6.2.10.4 When AT&T provides the tandem switching and the transport function, and AT&T routes traffic via the VERIZON tandem, then (i) AT&T will bill the IXC for switched access services; and (ii) notwithstanding the MECOD/MECAB guidelines, the amounts collected from the IXC will be allocated 10% to AT&T, 90% to VERIZON. VERIZON will bill AT&T for VERIZON's share. **ISSUE**

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### **6.3 Meet-Point Billing Arrangements**

6.3.1 AT&T and VERIZON will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and VERIZON's applicable Switched Exchange Access Service Tariff. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on a Telephone Exchange Service that is provided by either Party, where the transport component of the Switched

Exchange Access Service is routed through a Tandem Switch that is provided by VERIZON.

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/VERIZON serving Wire Center combinations.

6.3.3 Interconnection for the MPB arrangement shall occur at any technically feasible point, unless otherwise agreed to by the Parties.

6.3.4 AT&T 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, in MECAB and in MECOD.

6.3.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are:

(a) "Single Bill/Single Tariff" in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the services from the same Tariff.

(b) "Multiple Bill/Single Tariff" in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier and each carrier involved applies rates for its portion of the service from the same Tariff.

(c) "Multiple Bill/Multiple Tariff" in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier, and each carrier involved applies rates for its portion of the service from its own unique Tariff.

(d) "Single Bill/Multiple Tariff" in which one bill is rendered to an Interexchange Carrier from all LECs who are jointly providing Switched Exchange Access Service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one bill account number using each LEC's appropriate access Tariffs. The bill could be rendered by, or on behalf of, any of the Local Exchange Carriers involved in the provision of service.

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 jointly provided Telecommunications Service provided by that Party. Alternatively, each Party may use the New York State Access Pool on its behalf to implement Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by each Party.

6.3.6 With respect to the Meet Point Billing arrangements, until and unless changed by the FCC on a going forward basis, AT&T shall retain one hundred percent (100%) of the Residual Interconnection Charge in instances in which AT&T

provides the End Office switching. See Attachment 7 for the application of rate elements.

6.3.7 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 IXC's serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

6.3.8 The secondary billing company shall provide the initial billing company with the Switched Access Detail Usage Data (EMI category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

6.3.9 The initial billing company shall provide the secondary billing company with the Switched Access Summary Usage Data (EMI category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

6.3.10 All usage data to be provided pursuant to Subsections 6.3.8 and 6.3.9 above shall be sent to the following addresses:

To AT&T:

300 North Point Parkway  
FLOC217MO1  
Alpharetta, Georgia, 30005  
ATTN: AC&R Access Bill

To VERIZON:

NYAB – New York Access Billing  
941 River Road  
Schenectady, NY 12306  
Attn: Mark Ferri  
Facsimile: (518) 887-3299

Either Party may change its address for receiving usage data by notifying the other Party in writing.

6.3.11 Each Party 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 Service. 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.

6.3.12 If either Party discovers an error (or is notified of an error by an IXC or Customer), that Party agrees to provide the other Party with notification within two (2) business days of the date of such discovery. In the event of a loss of data, 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.

6.3.13 Nothing contained in this Subsection 6.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff subject to the limitations of this Agreement).

6.3.14 The charge for any of the services rendered or information provided pursuant to this Subsection 6.3 shall be as referenced in Part IV.

6.3.15 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 "800 or toll free service provider." In the event AT&T determines to offer Telephone Exchange Services in another LATA in New York in which VERIZON operates a Tandem Switch, VERIZON shall permit and enable AT&T to subtenant the VERIZON Tandem Switch(es) designated for the VERIZON End Offices in the area where the AT&T Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Routing Point/VERIZON Serving Wire Center combination shall be calculated consistent with MECAB/MECOD guidelines.

6.3.16 Within thirty (30) days of a request by AT&T, VERIZON agrees to notify all switched access users with a Carrier Identification Code in a LATA in which the Parties have newly established Interconnection arrangements pursuant to this Agreement that VERIZON and AT&T have entered in a Meet Point Billing arrangement.

#### **6.4 Toll Free Service Access Code 8YY Traffic**

The following terms shall apply when either Party delivers toll free service access code 8YY calls to the other Party for completion.

6.4.1 When AT&T delivers translated 8YY calls to VERIZON for completion

- (a) to an IXC, AT&T (as the initial billing party) shall:
  - (i) provide a MPB record in an industry standard format to VERIZON; and
  - (ii) bill the IXC the appropriate AT&T query charge associated with the call.
- (b) as an IntraLATA call to VERIZON or another LEC that is a toll free service access code service provider in the LATA, AT&T shall:



- (i) provide a copy record in an industry standard format to VERIZON or the terminating LEC;
- (ii) process the call records for settlement of Exchange Access charges and query charges with VERIZON or any intermediate LEC that is the toll free access code service provider of AT&T's and any intermediate LEC's Tariffed Exchange Access charges and query charges.

6.4.2 When VERIZON delivers translated 8YY calls originated by VERIZON's or another LEC's Customers to AT&T for completion

- (a) to AT&T in its capacity as an IXC, VERIZON shall:
  - (i) Bill the 8YY service provider the appropriate VERIZON query charge associated with the call; and
  - (ii) Bill the 8YY service provider the appropriate FGD Exchange Access charges associated with the call.
- (b) as an IntraLATA call to AT&T in its capacity as a LEC,
  - (i) the originating LEC shall submit the appropriate call records to VERIZON for processing and settlement of VERIZON's (and another LEC's, if appropriate) tariffed Exchange Access charges; and
  - (ii) AT&T shall pay the originating LEC's appropriate query charge associated with the call.

6.4.3 When AT&T delivers untranslated 8YY calls originated by AT&T's Customers to VERIZON for completion to an IXC, VERIZON shall:

- (i) Query the call and route the call to the appropriate 8YY service provider.
- (ii) Provide an appropriate EMI record to AT&T to facilitate billing to the 8YY service provider.
- (iii) Bill the 8YY service provider the Verizon query charge associated with the call and any other applicable charges.

6.4.4 When the untranslated 8YY call is an IntraLATA call routed to VERIZON or another LEC that is a toll free service access code service provider in the LATA:

- (i) VERIZON will query the call and route the call to the

appropriate LEC toll free service access code service provider.

- (ii) VERIZON shall provide an appropriate EMI record to AT&T to facilitate billing to the LEC toll free service access code service provider.
- (iii) VERIZON shall bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable VERIZON charges.

6.4.5 The settlement of all IntraLATA 8YY calls which originate on the physical network of one of the Parties and terminates on the network of the other Party without being handed off to an IXC for transport, will be treated as Local Traffic for purposes of compensation pursuant to Section 5. The Party originating the 8YY call described above will receive reciprocal compensation from the other Party for this call.

6.4.6 The originating Party will receive a credit for reciprocal compensation paid for the POTS routed calls associated with the completion of the IntraLATA 8YY calls. The originating Party will provide records to the terminating Party in accordance with the terms in Section 6.

## **7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC**

### **7.1 Information Services Traffic**

For purposes of this Agreement, information services and Information Services Traffic refer to switched voice traffic, delivered to information service providers who offer recorded voice announcement information or open vocal discussion programs to the general public. Information Services Traffic does not include Internet Traffic. Information Services Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

The following provisions shall apply only to AT&T-originated Information Services Traffic directed to an information service platform connected to VERIZON's network. At such time as AT&T connects information services platforms to its network, the Parties shall agree upon a comparable arrangement for VERIZON-originated Information Services Traffic.

7.1.1 AT&T shall have the option to route Information Services Traffic that originates on its own network to the appropriate information services platform(s) connected to VERIZON's network. In the event AT&T exercises such option, AT&T will establish dedicated Information Services Trunk(s) to the VERIZON information services serving switch. Such Information Services Trunk(s) will be utilized to allow AT&T to route Information Service Traffic originated on its network to VERIZON. Where AT&T

serves a Customer through the purchase of a VERIZON unbundled Local Switching Element, Information Service Traffic from that Customer may be routed over VERIZON information service trunks on a shared basis.

7.1.2 Nothing in this Agreement shall restrict, obviate, or otherwise affect either Party's rights or obligations, if any, under Applicable Law, to offer to its Telephone Exchange Service Customers the ability to block the completion of Information Services Traffic.

7.1.3 For fixed rated Information Services Traffic (i.e. 976 service in NY), AT&T shall bill and collect the information services provider charges as stated in VERIZON's applicable retail Tariff, as may be amended from time to time, from its Customers. VERIZON will bill AT&T for such charges less the Information Services Billing and Collection fee set forth in Part IV. AT&T shall pay VERIZON such charges in full regardless of whether or not it collects charges for such calls from its own Customers. Upon request from VERIZON, AT&T shall provide VERIZON with recorded call information for specified Information Services Traffic calls which AT&T shall provide in unrated EMI format via electronic file transfer or other medium mutually agreed to by the Parties. VERIZON shall pay AT&T the Customer Usage Detail charges specified in Part IV for such call information. This subsection shall apply to fixed rate Information Services Traffic regardless of whether AT&T serves its Customer utilizing its own switching facilities or through the provision by VERIZON of unbundled Local Switching.

7.1.4 For variable rated Information Services Traffic (e.g., NXX 550, 540, 976, 970, 940 as applicable), AT&T shall bill and collect information services provider charges from its Customers. The Parties shall exchange call detail information and handle adjustments, according to the terms set forth in Attachment 8. Prior to accessing the variable-rated services, AT&T shall complete acceptance testing of its billing process with VERIZON. VERIZON shall charge AT&T Customer Usage Detail rates as specified in Part IV.

7.1.5 VERIZON shall accept no more than two (2) adjustments per originating end user line number from AT&T for Information Services Traffic originated by AT&T Customers. In order for VERIZON to pass through uncollectibles and other Customer adjustments to the appropriate information services provider, AT&T shall provide to VERIZON sufficient information regarding such uncollectibles and other Customer adjustments.

## **7.2 Tandem Transit Traffic Service ("Transit Service")**

**ISSUES/ATT-2**

7.2.1 Transit Service provides AT&T with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of VERIZON.

7.2.2 Transit Traffic may be routed over the Traffic Exchange Trunks

described in Sections 4 and 5. AT&T shall deliver each Transit Traffic call to VERIZON with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by VERIZON and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties.

7.2.3 AT&T shall pay VERIZON for Transit Service that AT&T originates at the rate specified in Part IV, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on VERIZON for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

7.2.4 AT&T may, in its sole discretion, offer Transit Traffic Services to VERIZON or other third parties that originate or terminate Transit Traffic. Compensation arrangements for such services shall be comparable to those applicable to Transit Traffic Services provided by VERIZON.

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

### **7.3 911/E911 Arrangements**

7.3.1 AT&T may, at its option, interconnect to the VERIZON 911/E911 selective router or 911 Tandem Offices, as appropriate, that serve the areas in which AT&T provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, VERIZON will provide AT&T with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, AT&T and VERIZON will negotiate arrangements to connect AT&T to the 911 service in accordance with applicable state law.

7.3.2 Path and route diverse Interconnections for 911/E911 shall be made at the AT&T-IP, the VERIZON-IP, or other points as necessary and mutually agreed, and as required by law or regulation.

7.3.3 Within thirty (30) days of its receipt of a request from AT&T and to the extent authorized by the relevant federal, state, and local authorities, VERIZON will provide AT&T with the following at no charge:

(a) a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where AT&T is providing, or represents to VERIZON that it intends to provide within sixty (60) days of AT&T's request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis.

(b) a list of the address and CLLI code of each 911/E911

selective router or 911 Tandem office(s) in the area in which AT&T plans to offer Telephone Exchange Service;

(c) a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable;

(d) a list of VERIZON personnel who currently have responsibility for 911/E911 requirements, including a list of escalation contacts should the primary contacts be unavailable;

(e) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem Office;

(f) prompt return of any AT&T 911/E911 data entry files containing errors, so that AT&T may ensure the accuracy of the Customer records.

7.3.4 AT&T shall use, where available, the Private Switch/Automatic Location Identification ("PS/ALI") electronic interface through which AT&T shall input and provide a daily update of 911/E911 database information related to appropriate AT&T Customers. In those areas where the PS/ALI electronic interface is not available, AT&T shall provide VERIZON with all appropriate 911/E911 information such as name, address, and telephone number via facsimile for VERIZON's entry into the 911/E911 database system. Any 911/E911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to VERIZON standards, whereas 911/E911-related data exchanged electronically shall conform to the National Emergency Number Association standards. AT&T may also use the PS/ALI electronic interface, where available, to query the 911/E911 database to verify the accuracy of AT&T Customer information.

7.3.5 VERIZON and AT&T will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of AT&T systems to the 911/E911 platforms.

7.3.6 AT&T shall be responsible for providing facilities from the AT&T End Office to the 911 Tandem. AT&T shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

7.3.7 The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by AT&T. Therefore, for those ported telephone numbers using INP, AT&T will provide the 911/E911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E911 database system. Further, AT&T will output the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office. AT&T will include

their NENA five character Company Identification ("COID") for inclusion in the ALI display.

7.3.8 AT&T is required to enter data into the 911/E911 database under the NENA Standards for LNP. This includes, but is not limited to, using AT&T's NENA COID to lock and unlock records and the posting of AT&T's NENA COID to the ALI record where such locking and migrating feature for 911/E911 records is available or as defined by local standards.

7.3.9 VERIZON and AT&T will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

7.3.10 AT&T will compensate VERIZON for connections to its 911/E911 pursuant to Part IV.

7.3.11 AT&T and VERIZON will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in New York.

## **8.0 – 9.0 [INTENTIONALLY OMITTED]**

### **10.0 Joint Network Implementation And Grooming Process: Installation, Maintenance, Testing and Repair**

10.1 Upon request of either Party, AT&T and VERIZON shall jointly develop an implementation and grooming process (the "Joint Grooming Process"), which may define in detail, among other things, the following:

10.1.1. The physical architecture consistent with Section 4.0.

10.1.2 Standards to ensure that Traffic Exchange Trunk groups 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 the terms of Section 11 of the General Terms and Conditions of this Agreement and all appropriate relevant industry-accepted quality, reliability and availability standards. A blocking standard of one half of one percent (B.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided Switched Access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (B.01).

10.1.3 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.

10.1.4 Disaster recovery provision escalations.

10.1.5 A procedure for escalating any emergency or urgent matters and personnel that can be reached on a 7 x 24 basis.

10.1.6 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AML line coding.

10.1.7 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.

## **10.2 Installation, Maintenance, Testing and Repair**

Unless otherwise agreed to by the Parties, Interconnection shall be equal in quality to that provided by each of the Parties to itself, any subsidiary, affiliate, or third party, to the extent required by Applicable Law. Without affecting any liability it may otherwise have to the other Party hereunder, if either Party is unable to fulfill its obligations under this subsection 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law.

### **10.2.1 Trunk Provisioning**

10.2.1.1 Both Parties will manage the capacity of their interconnection trunk groups.

10.2.1.2 Unless the Parties mutually agree otherwise, the Parties will adhere to the ordering and provisioning guidelines of the OBF for Trunk Ordering and Servicing.

10.2.1.3 At either Party's request, the Parties shall work cooperatively to coordinate major large network interconnection projects that require related work activities between and among VERIZON and AT&T work groups.

### **10.2.2 Network Management**

10.2.2.1 Protective Protocols -- Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. Each Party will provide appropriate industry standard notification to the other Party of any such protective control action which has been executed by that Party. To the extent that prior notification is commercially reasonable and consistent with industry practice, each Party will provide prompt notification to the other Party of any such protective control action which will be executed by the Party.

10.2.2.2 Expansive Protocols -- Originating or terminating traffic

reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns.

10.2.2.3 Mass Calling – AT&T and VERIZON shall cooperate regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

10.2.3 Forecasting Requirements for Trunk Provisioning. AT&T shall provide VERIZON a two (2) year traffic forecast. The forecast shall be updated and provided to VERIZON on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the VERIZON CLEC Interconnection Trunking Forecast Guide and shall include, where applicable, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for AT&T-IP's and VERIZON-IP's), interface type (e.g., DS1), and trunks in service each year (cumulative).

10.2.3.1 Initial Forecasts/ Trunking Requirements

For those LATAs where the Parties have not provisioned trunks for the exchange of Local Traffic and unless AT&T expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, VERIZON will provide the same number of trunks to terminate Local Traffic to AT&T as AT&T provides to terminate Local Traffic to VERIZON. VERIZON will provide the number of trunks that AT&T suggests provided that AT&T's forecast is based on reasonable engineering criteria.



## APPENDIX A To ATTACHMENT 2

### SPACE LICENSE

1. AT&T, at its sole discretion, may license VERIZON to situate VERIZON equipment in the AT&T CO and to utilize AT&T site support services in the AT&T CO such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of delivering I-Traffic to AT&T for completion in accordance with Section 4 of this Attachment. Such licenses and site support services are referred to herein collectively as a "Space License."
2. The only allowable network interfaces under a Space License are DS1 and DS3.
3. Space Licenses are available at AT&T's sole discretion and are further subject to the availability of space and site support services in each AT&T CO. To establish a Space License, VERIZON must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.
  - 3.1 Among the information to be provided in the questionnaire, VERIZON must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the AT&T CO in which VERIZON's equipment is or is to be located is referred to herein as the "Equipment Space."
  - 3.2 VERIZON is responsible for the installation of Licensed Facilities in accordance with AT&T's installation processes and procedures.
  - 3.3 If VERIZON desires to modify its request, prior to notification from AT&T regarding availability, VERIZON may do so by requesting that AT&T cancel the original request providing a new questionnaire to AT&T to process.
4. Following receipt of the questionnaire, AT&T will determine whether there is sufficient AT&T CO space and site support services to meet the request contained in VERIZON's questionnaire. AT&T will notify VERIZON in writing whether there is sufficient AT&T CO space available for each such request.
5. Upon receiving written notification of the availability of AT&T CO space from AT&T, VERIZON will provide written verification that it still requires such AT&T CO space. This written notification is VERIZON's firm order for each AT&T CO space requested, and will constitute an executed Space License under the terms of this Agreement.
6. The rates and charges payable by VERIZON under this Space License are set

forth in AT&T's applicable tariffs.

7. AT&T agrees to provide site support services as follows:

- 7.1 AT&T will design, engineer, furnish, install, and maintain cable racks for VERIZON's use.
  - 7.2 AT&T will design, engineer, furnish, install, and maintain a battery distribution fuse board (BDFB) from which AT&T will supply DC power to VERIZON.
  - 7.3 AT&T will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.
  - 7.4 AT&T will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that AT&T maintains for its own similar equipment.
8. AT&T will specify the location and dimensions of the Equipment Space and at its sole discretion will specify any physical or space separation requirements.
9. VERIZON will use the Space Licenses for the solely for the purpose of delivering its I-Traffic to AT&T, so that AT&T may complete such calls in accordance with the physical network interconnection terms of this Agreement. VERIZON agrees not to make any other use of the Space Licenses without the advance written consent of AT&T.
10. Upon reasonable advance notice and for the limited purpose of performing work for which VERIZON is responsible under this Agreement, AT&T licenses VERIZON to enter and exit the Equipment Space through portions of the AT&T CO as designated by AT&T. Unless a service outage is occurring or appears to be imminent, VERIZON shall perform its work in the AT&T CO during regular business hours as designated from time to time by AT&T.
11. VERIZON shall either furnish to AT&T, and keep current, a written list of all VERIZON's employees and AT&T approved contractors authorized to enter the Equipment Space, or provide a twenty four (24) hour local or toll-free telephone number which AT&T can use to verify the authority of such persons. VERIZON shall also furnish to AT&T, and keep current, samples of the identifying credentials to be carried by such persons. AT&T will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll-free telephone number, and bearing such identifying credentials. Notwithstanding Section 9 (General Terms & Conditions - Liability and Indemnity) of this Agreement, VERIZON hereby releases AT&T, AT&T's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any such persons whom AT&T has admitted in good faith to the AT&T CO.

12. While in the AT&T CO, employees of VERIZON and its contractors must comply at all times with AT&T's security and safety procedures and requirements. AT&T may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with AT&T's procedures and requirements after being notified of them.
13. VERIZON will be responsible for selecting its contractors and causing their compliance with this Agreement.
14. Each party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other party's property and the property of others in and around AT&T's CO.
15. VERIZON's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in AT&T's sole judgment, might cause damage to or otherwise interfere with AT&T's operations. AT&T reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of AT&T (and its affiliates, vendors, and customers).
16. In addition to the Licensed Facilities, VERIZON may bring into the Equipment Space the small tools and portable test equipment needed for the work for which VERIZON is responsible. VERIZON will be responsible for the care and safeguarding of all such items. VERIZON may not bring any other items into the AT&T CO without AT&T's prior written consent. In particular, and without limiting the foregoing, VERIZON may not bring into the AT&T CO any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.
17. AT&T and its designees may inspect or observe the Equipment Space, the space designated by AT&T for VERIZON transmission cable, the Licensed Facilities, and any work performed by or behalf of VERIZON in the AT&T CO, at any time. If the Equipment Space is surrounded by a security enclosure, VERIZON shall furnish AT&T with all mechanisms and information needed for entry to the Equipment Space.
18. AT&T and VERIZON intend that the Licensed Facilities, whether or not physically affixed to the AT&T CO, shall not be construed to be fixtures. VERIZON (or the lessor of VERIZON equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by Applicable Law, and will pay all taxes levied upon the Licensed Facilities.
19. VERIZON agrees not to sell, convey, or lease VERIZON transmission cable under any circumstances, except for a conveyance of VERIZON transmission cable to AT&T upon termination of the applicable Space License. VERIZON further agrees not to cause, suffer, or permit VERIZON transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by VERIZON or any act or omission of VERIZON. If VERIZON

transmission cable becomes so encumbered, VERIZON agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.

20. The licenses granted by this Agreement are non-exclusive personal privileges allowing VERIZON to situate the Licensed Facilities in the locations indicated by AT&T. These licenses and the payments by VERIZON under this Agreement do not create or vest in VERIZON (or in any other person) any property right or interest of any nature in any part of the AT&T CO.
21. The licenses granted to VERIZON under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any AT&T CO; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.
22. AT&T may relocate the licensed space, or the AT&T CO, or both upon thirty (30) days prior written notice to VERIZON. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is AT&T's responsibility and is performed by AT&T will be without charge to VERIZON. AT&T will reimburse VERIZON for the reasonable cost of such relocation work performed by VERIZON, and AT&T will provide at its own expense any additional or replacement cable racks and VERIZON transmission cable needed to accommodate the relocation of the installation. AT&T and VERIZON will work together in good faith to minimize any disruption of service in connection with such relocation.
23. Licensed Facilities will be furnished, installed and maintained in accordance with the following:
  - 23.1 VERIZON agrees to furnish all Licensed Facilities.
  - 23.2 VERIZON agrees to install the Licensed Facilities. VERIZON agrees to comply with specifications and processes furnished by AT&T for installation performed by VERIZON.
  - 23.3 VERIZON agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in VERIZON's frame to the designated AT&T power source. VERIZON will distribute the power among its equipment within the Equipment Space.
  - 23.4 VERIZON agrees to maintain in good working order all VERIZON equipment in Equipment Space. AT&T agrees to repair VERIZON transmission cable. VERIZON is not permitted to repair installed VERIZON transmission cable in order to avoid possible harm to other transmission cables.
  - 23.5 VERIZON may use contractors to perform installation and maintenance

for which VERIZON is responsible. AT&T consents to use of those contractors listed on a then current AT&T approved list of VERIZON submitted contractors. Use of any other contractors shall require AT&T's prior written consent, which shall not be unreasonably withheld.

- 23.6 VERIZON may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If VERIZON chooses to install its equipment in locked cabinets, VERIZON shall leave the appropriate keys with AT&T and agrees to allow AT&T the right of entry to such cabinets.
24. Under the Space Licenses, AT&T performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by AT&T, and provides no maintenance for any VERIZON equipment in Equipment Space. AT&T warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with AT&T technical specifications and that the incidental material provided by AT&T shall be free from defects. AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
25. In addition to any other rights or remedies that AT&T may have under this Agreement or at law, AT&T may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:
- 25.1 VERIZON fails to pay charges due or fails to comply with any of the terms or conditions of this Appendix A to Attachment 2.
- 25.2 VERIZON fails to utilize the Licensed Facilities for the authorized purpose described in this Appendix A to Attachment 2.
- 25.3 VERIZON fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Appendix A to Attachment 2.
26. In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:
- 26.1 Within thirty (30) days after termination of a Space License, VERIZON will, at its sole expense, remove all VERIZON equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If VERIZON fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, AT&T may, at its option, upon ten (10) days written notice to VERIZON, perform the removal and restoration at VERIZON's sole risk

and expense.

- 26.2 Because removal of installed VERIZON transmission cable may cause damage to other cables or fiber, VERIZON agrees to relinquish its transmission cable to AT&T in lieu of removal. Upon termination of the applicable Space License, all VERIZON transmission cable will be automatically conveyed to AT&T, thereby becoming the property of AT&T, free of any interest or lien of any kind by VERIZON (or by any person claiming through VERIZON). At AT&T's request, VERIZON will promptly execute and deliver to AT&T a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of VERIZON transmission cable to AT&T.
- 26.3 If no monies are owed by VERIZON to AT&T under this Agreement, AT&T agrees to deliver such removed equipment to VERIZON's last known business address or to a domestic location designated by VERIZON, at VERIZON's sole risk and expense. If monies are so owed, VERIZON agrees that AT&T may either take ownership free of any interest or lien by VERIZON (or those claiming through VERIZON) or treat such equipment as abandoned by VERIZON.

### **ATTACHMENT 3**

#### **UNBUNDLED NETWORK ELEMENT PERFORMANCE STANDARD CATEGORIES AND REMEDIES**

Attachment 3 includes Appendix A, "UNE Performance Standards – Verizon New York", and Appendix B, "Compliance with Performance Standards".

ATTACHMENT 3

APPENDIX A

UNE PERFORMANCE STANDARDS – VERIZON—NEW YORK



### ATTACHMENT 3

#### APPENDIX A

#### NOTES

~~Verizon refers to Verizon New York (MS)~~

"RBA-NY1"—Reported by Verizon on a statewide basis.

"RBA-NY2"—Reported by Verizon for four regional reporting areas: (1) Manhattan (south of 59<sup>th</sup> Street); (2) Greater Metro (remaining New York City area—exclusive of Manhattan south of 59<sup>th</sup> Street); Suburban (Suffolk, Nassau, Westchester, Putnam and Rockland Counties); and, State (remaining New York State).

"RBA-NY3"—Reported by Verizon for two regional reporting areas: (1) LATA 132; and, (2) remaining New York State.

"NR"—Not reported by Verizon. Not included in the calculation of the bill credits provided for in Appendix B. These standards, however, remain in Appendix A so that AT&T may invoke other remedies, if appropriate.

"NBC"—Not included in computation of the bill credits provided for in Appendix B.

Proposed Service Quality Measurement	Standard	NOTES
<b>1. Pre-Order Process:</b>		
<b>1.1 OSS Response Time</b>		
<b>1.1.1 PERFORMANCE OF OSS SYSTEMS</b>		<i>Reported for CLEC aggregate only.</i>
<b>1.1.1.1 Pre-Order Response Time by Transaction type:</b> <ul style="list-style-type: none"> <li>• Customer Service Records</li> <li>• Due Date Availability</li> <li>• Product &amp; Service Availability Information</li> <li>• Address Validation</li> <li>• Telephone number availability and reservation</li> </ul> <b>RBA-NY1</b>	<p>parity to VERIZON retail plus not more than 4 seconds (applies to application to application interface)</p> <p>NOTE: Standard subject to CORBA development. After CORBA is implemented for pre-order transactions between AT&amp;T and VERIZON, the appropriate subject matter experts from each company will agree to the absolute standard for the difference in response time.</p>	<p>Response time by Transaction type measured in seconds from the time the query hits DCAS system until the data is received back by transaction type: <u>Methodology:</u> VERIZON to sample 10 transactions per hour from 8 a.m. to 5 p.m. Monday through Friday via Sentinel system. Sentinel will replicate the transaction of a VERIZON service representative going directly to the OSS as well as a CLEC representative coming in to DCAS to the OSS.</p>
<b>1.1.1.2 Availability of VERIZON Interface to OSS access:</b> <b>RBA-NY1</b>	24 hrs X 7 days a week access to DCAS gateway	OSS systems will be available to CLEC representatives during the same hours that they are available to VERIZON representatives.
<b>1.2 Contact Center Availability</b>		
<b>1.2.1 ALL PRE-ORDERING FUNCTIONS:</b>		
<b>1. Availability (CATC):</b> <b>a) <u>Center hours of operation:</u></b>  <b>NR</b>	24 hours X 7 days a week access to Call Center for assistance	For VERIZON, contact with CLECs is designed to take place via direct access systems. Carrier support centers such as the CATC are designed to handle fall-out and not large call volume. <i>Call management system is under development.</i>

Proposed Service Quality Measurement	Standard	NOTES
<b>2. Ordering Process:</b>		
<b>2.1 Order Confirmation/Reject Timeliness:</b>	90% according to schedule below	Time from receipt of request electronically to order confirmation or reject. Intervals apply only to orders sent electronically. Note: SR's received after 3 PM will be considered received at 8AM the next business day. UNE-Switching assumes switch activation – following joint planning process.
<b>2.1.1 Timeliness of Service Request ("SR") Order Confirmation/Reject:</b> <b>RBA-NY 1</b>  a) Less Than 10 Lines (POTS - Links, Switching or Combo): <ul style="list-style-type: none"> <li>Flow Through Orders</li> <li>Other Orders:</li> </ul> b) Less Than 10 Lines (Specials): <ul style="list-style-type: none"> <li>Flow Through Orders</li> <li>Other Orders:</li> </ul> c) 10 or greater lines (POTS/Spec.-includes facility check): <ul style="list-style-type: none"> <li>All Orders:</li> </ul>	2 hours 24 hours  2 hours 48 hours  72 hours	
<b>2.2 Completions:</b>	95% According to Status Below:	Timeliness of receipt of notice of completion of service order request
<b>2.2.1 Timeliness of Notice of Completion: RBA-NY 1</b> <ul style="list-style-type: none"> <li>Unbundled Element - Hot Cuts</li> <li>Unbundled Element - Other</li> </ul>	completed at turn up next business day by noon	Mechanized notification under development acceptance serial # or initials provided by ordering carrier. The performance for Unbundled Element - Hot Cuts and Unbundled Element - Other will be reported on a combined basis.
<b>2.3 Jeopardy Status:</b>	90% According to Status Below:	Timeliness of receipt of notice of jeopardy of service order request (missed commitment with new date/time)
<b>2.3.1 Timeliness of Notice of jeopardy NR</b>	2 Hours before commitment time frame	In case where jeopardy situation is identified. <i>Mechanized notification under development</i>

Proposed Service Quality Measurement	Standard	NOTES
<b>3. Provisioning Process</b>		
<b>3.1 Completion Intervals:</b>		
<p><b>3.1.1 Completion Interval - UNE POTS (Basic Link, Premium Link, Analog Line Port, NID, House &amp; Riser and any combination - no designed services):</b></p> <p><b>RBA-NY 2</b></p> <p>a) Dispatched Orders:</p> <ul style="list-style-type: none"> <li>• Average interval offered 1-5 lines</li> <li>• Average interval offered 6-9 lines</li> <li>• Average interval offered &gt; 9 lines</li> <li>• Avg. interval completed 1-5 lines</li> <li>• Avg. interval completed 6-9 lines</li> <li>• Avg. interval completed &gt;9lines</li> <li>• % completed in 1 day (1-5 lines)</li> <li>• % completed in 2 days (1-5 lines)</li> <li>• % completed in 3 days (1-5 lines)</li> </ul> <p>b) Non-Dispatched Orders:</p> <ul style="list-style-type: none"> <li>• Average interval offered</li> <li>• Avg. interval completed</li> <li>• % completed same day</li> <li>• % completed in 1 day</li> <li>• % completed in 2 days</li> <li>• % completed in 3 days</li> </ul> <p>c) All Orders:</p> <ul style="list-style-type: none"> <li>• % completed in 4 days (1-5 lines)</li> <li>• % completed in 5 days (1-5 lines)</li> <li>• % completed in 6 days (1-5 lines)</li> </ul>	Parity	Compared to POTS Retail Services. UNE Hot Cuts are not included in these performance measurements.

Proposed Service Quality Measurement	Standard	NOTES
<b>3.1.2 Completion Interval - UNE Specials RBA-NY3</b> a) All Dispatched Orders: <ul style="list-style-type: none"> <li>• Avg. interval offered</li> <li>• Avg. interval completed</li> </ul> b) All Non-Dispatched Orders: <ul style="list-style-type: none"> <li>• Avg. interval offered</li> <li>• Avg. interval completed</li> </ul> c) DS0 <ul style="list-style-type: none"> <li>• Average interval offered</li> <li>• Average interval completed</li> </ul> d) DS1 <ul style="list-style-type: none"> <li>• Average interval offered</li> <li>• Average interval completed</li> </ul> e) DS3 <ul style="list-style-type: none"> <li>• Average interval offered</li> <li>• Average interval completed</li> </ul>	parity	Compared to Special (Designed) Retail Services
<b>3.2 On Time Commitment:</b>		<i>Measured in Missed Committed Appointments</i>
<b>3.2.1 On Time Commitment - UNE POTS: RBA-NY 2</b> a) %Missed Appointment <ul style="list-style-type: none"> <li>• Dispatched Orders</li> <li>• Non-Dispatched Orders</li> </ul> b) Average Delay Days – All Orders (Dispatched and Non-Dispatched combined).	parity	Compared to POTS Retail Services. UNE Hot Cuts are not included in these performance measurements. (See Section 3.2.3 for "On Time Commitment - UNE Hot Cuts", "% Missed Appointment".)
Proposed Service Quality Measurement	Standard	NOTES

<p><b>3.2.2 On Time Commitment - UNE Specials RBA-NY 3</b></p> <p>a) %Missed Appointment</p> <ul style="list-style-type: none"> <li>• Dispatched Orders</li> <li>• Non-Dispatched Orders</li> <li>• DS0</li> <li>• DS1</li> <li>• DS3</li> </ul> <p>b) Average Delay Days</p> <ul style="list-style-type: none"> <li>• DS0</li> <li>• DS1</li> <li>• DS3</li> </ul> <p><b>3.2.3 On Time Commitment - UNE Hot Cuts RBA -NY 2</b></p> <p>a) % Missed Appointment</p>	<p>parity</p>	<p>Compared to Special (Designed) Retail Services.</p>
		<p>No later than February 11, 1999, VERIZON will develop and implement a measurement for percentage missed appointments for coordinated conversion (cutover) of live Telephone Exchange Service to unbundled local loops ("UNE Hot Cut % Missed Appointment"). No later than February 26, 1999, VERIZON will propose to AT&amp;T in writing a standard for percentage missed appointments for coordinated conversion (cutover) of live Telephone Exchange Service to unbundled local loops ("UNE Hot Cut % Missed Appointment"). If within thirty (30) days after VERIZON furnishes its proposal for a standard to AT&amp;T the Parties do not agree in writing upon the standard, either Party may seek resolution of the dispute pursuant to Section 16 of the General Terms and Conditions of the Agreement.</p>

Proposed Service Quality Measurement	Standard	NOTES
<b>3.3 Facility Delays - Held Orders:</b>		Measured in % of orders missed due to lack of VERIZON facilities
<b>3.3.1 Facility Delays - UNE – POTS RBA -NY 2</b> <ul style="list-style-type: none"> <li>% Missed Appointment - Facilities – Dispatched</li> <li>Average Delay Days – Facility Misses</li> </ul>	parity	Compared to POTS Retail Services. Basic Link, Analog Line Port, NID, House & Riser and any combination - no designed services.
<b>3.3.2 Facility Delays - UNE – Specials RBA -NY 3</b> <ul style="list-style-type: none"> <li>% Missed Appointment – Facilities – Dispatched</li> <li>Average Delay Days – Facility Misses</li> </ul>	parity	Compared to Special (Designed) Retail Services
<b>3.4 Installation Quality:</b>		
<b>3.4.1 Installation Quality - UNE – POTS RBA -NY 2</b> <ul style="list-style-type: none"> <li>% Installation Trouble within 7 days</li> <li>% Installation Trouble within 30 days</li> </ul>	parity	Compared to POTS Retail Services
<b>3.4.2 Installation Quality - UNE – Specials RBA -NY 3</b> <ul style="list-style-type: none"> <li>% Installation Trouble within 30 days</li> </ul>	parity	Compared to Special (Designed) Retail Services.
<b>3.5.TC Performance Indicators</b>		
<b>3.5.1 TC Order Quality Performance: RBA -NY1, NBC</b> <ul style="list-style-type: none"> <li>% Missed Appointment - Customer Reasons</li> </ul>		Used as indicators of TC performance and customer communication to identify areas for discussion and possible improvement.

Proposed Service Quality Measurement	Standard	NOTES
<b>4. Trouble Reporting and Maintenance Process</b>		
<b>4.1 OSS - Performance</b>		
<b>4.1.1 PERFORMANCE OF OSS SYSTEMS</b>		
<b>4.1.1.1 Response Time by Transaction type: RBA -NY 1</b> <ul style="list-style-type: none"> <li>• Create Trouble</li> <li>• Status Trouble</li> <li>• Modify Trouble</li> <li>• Request Cancellation of Trouble</li> <li>• Trouble Report history (by TN/circuit)</li> <li>• Test (POTS only)</li> </ul>		Upon written request by AT&T to implement the application to application interface for AT&T access to VERIZON OSS systems for maintenance, the Parties will negotiate in good faith measurements and standards for the response time by transaction type performance of VERIZON OSS systems for maintenance. If the Parties do not reach agreement in writing on such measurements and/or standards within thirty (30) days after AT&T commences regular commercial use of the AT&T application to application interface to access VERIZON OSS systems for maintenance, either Party may seek resolution of the dispute pursuant to Section 16 of the General Terms and Conditions of the Agreement.
<b>4.1.1.2 Availability of RBA -NY Interface to OSS access: RBA -NY 1</b>	24 hours X 7 days a week access to gateway	OSS systems will be available to CLEC representatives during the same hours that they are available to VERIZON repair representatives.
<b>4.2 Contact Center Availability</b>		
<b>4.2.1 Availability: (CATC):</b> <b>4.2.1.1 Center hours of operation:</b> <b>NR</b>	24 hours X 7days a week access to Call Center for assistance	Contact with CLECs is designed to take place via direct access systems. Carrier support centers, such as the CATC, are designed to handle fall-out and not large call volume. VERIZON Call management system is under development.
<b>4.3 Network/Element Performance</b>		



Proposed Service Quality Measurement	Standard	NOTES
<b>4.3.1 Reliability Performance - UNE - POTS : RBA -NY 2</b> <ul style="list-style-type: none"> <li>• Trouble Report Rate - Total</li> <li>• Trouble Report Rate - Loop</li> <li>• Trouble Report Rate – Central Office</li> </ul>	parity	Compared to POTS Retail Services Excludes subsequent reports. Excludes CPE.
<b>4.3.2 Reliability Performance - UNE Specials: RBA -NY 3</b> <ul style="list-style-type: none"> <li>• Trouble Report Rate - Total</li> <li>• Trouble Report Rate - DS0</li> <li>• Trouble Report Rate - DS1</li> <li>• Trouble Report Rate - DS3</li> </ul>	parity	Compared to Special (Designed) Retail Services.
<b>4.3.3 Switching Performance NR</b>	parity	
a) Switching Performance - PSC Standards <ul style="list-style-type: none"> <li>• Percent Blockages &amp; Failures</li> <li>• Percent Incoming Matching Loss</li> <li>• Percent Dial Tone Speed over 3 Seconds</li> </ul>	0.0 - 1.0 (weak spot > 2.1) 0.0 - 2.1 (weak spot > 2.8) 0.0 - 1.5 (weak spot > 2.6)	NY PSC Standards

Proposed Service Quality Measurement	Standard	NOTES
4.3.4 Switching Performance Index Plan - 1/1A ESS NR		
a) Machine Access <ul style="list-style-type: none"> <li>• Cust. Receiver Digit Overflow</li> <li>• Blocked Dial Tone</li> <li>• Receiver Attachment Delay Receiver</li> </ul> b) Machine Switching <ul style="list-style-type: none"> <li>• Cutoff Call Failures</li> <li>• F-SCAN Failure</li> <li>• Hardware Lost Calls</li> <li>• Load Balance</li> <li>• Matching Loss</li> <li>• Maintenance Interrupts</li> <li>• Equipment Outage</li> <li>• Trunk to Trunk Memory Overflow</li> </ul>	<u>Threshold</u> 1.00 8.00 0.20  0.15 0.65 22.00 90.00 1.80 0.40 0.60 0.01	<p>This is an overall measure of switch performance. The switching index takes a number of factors, weighs them and calculates an overall score. The overall objective is 95.5 and up for each switch. Individual performances may fall below threshold, but not necessarily drop the index below.</p> <p>Thresholds based on industry standard guidelines.</p> <p>The performance is grouped into two categories, machine access and machine switching.</p> <p>Machine access measurements are designed to reflect difficulties experienced by the customer in obtaining service from the switching equipment.</p> <p>Machine switching measurements measure customers' call attempts (or incoming call attempts from another switch) that failed during call processing.</p>

Proposed Service Quality Measurement	Standard	NOTES
4.3.5 Switching Performance - Index Plan - 5ESS NR		
a) Machine Access	<u>Threshold</u>	(See explanation in Section 4.3.4 notes above)
• Tone Decoder Overflow	1.00	
• Tone Decoder Attached Delay	0.10	
• Dial Tone Speed	33.34	
b) Machine Switching		
• Facility Cutoff Calls	2.00	
• Remote Module Stand Alone Time	0.50	
• Initializations SM/RSM	1.00	
• Interrupts (AM)	80.00	
• Maintenance Usage	50.00	
• Audits	10.00	
• Equipment Outage	1.00	
• Equal Access	100.00	

Proposed Service Quality Measurement	Standard	NOTES
<b>4.3.6 Switching Performance - Index Plan - DMS100 NR</b>		
a) Machine Access <ul style="list-style-type: none"> <li>Dial Tone Speed</li> <li>Receiver Queue</li> </ul> b) Machine Switching <ul style="list-style-type: none"> <li>Transmitter Time-outs</li> <li>Errors</li> <li>Equal Access</li> <li>Equipment Outage</li> <li>RLCM RSC Emergency Stand Alone</li> </ul>	<u>Threshold</u> 33.34 0.00  16.00 50.00 100.00 1.00 5.00	(See explanation in Section 4.3.4 notes above)
<b>4.4 Time to Restore</b>		
<b>4.4.1 Time to Restore - UNE - POTS : RBA -NY 2</b> <ul style="list-style-type: none"> <li>Mean Time to Repair - Dispatch Out</li> <li>Mean Time to Repair - No Dispatch</li> <li>% Out of Service &gt; 4 hours</li> <li>% OOS &gt; 12 hours</li> <li>% OOS &gt; 24 hours</li> <li>% All Troubles Cleared w/in 24 hours</li> </ul>	parity	Compared to POTS Retail Services Excludes subsequent reports. Excludes CPE.
<b>4.4.2 Time to Restore - UNE – Specials RBA -NY 3</b> <ul style="list-style-type: none"> <li>Mean Time to Repair—Total</li> <li>Mean Time to Repair—DS0</li> <li>Mean Time to Repair—DS1</li> <li>Mean Time to Repair—DS3</li> <li>% OOS &gt; 4 hours—Total</li> <li>% OOS &gt; 4 hours—DS0</li> <li>% OOS &gt; 4 hours—DS1</li> <li>% OOS &gt; 4 hours—DS3</li> <li>% OOS &gt; 24 hours—Total</li> <li>% OOS &gt; 24 hours—DS0</li> <li>% OOS &gt; 24 hours—DS1</li> <li>% OOS &gt; 24 hours—DS3</li> </ul>	parity	Compared to Special (Designed) Retail Services.
<b>4.5 On Time Commitment</b>		
<b>4.5.1 On Time Commitment - UNE - POTS RBA -NY 2</b> <ul style="list-style-type: none"> <li>% Missed Repair Appointments – Dispatch Out</li> <li>% Missed Repair Appointments - No Dispatch</li> </ul>	parity	Compared to POTS Retail Services

Proposed Service Quality Measurement	Standard	NOTES
<b>4.6 Maintenance Quality:</b>		
<u>4.6.1 Maintenance Quality - UNE - POTS : RBA -NY 2</u> <ul style="list-style-type: none"> <li>Repeat Reports w/in 30 days</li> </ul>	parity	Compared to POTS Retail Services Excludes subsequent reports. Excludes CPE.
<u>4.6.2 Maintenance Quality - UNE – Specials RBA -NY 3</u> <ul style="list-style-type: none"> <li>Repeat Reports w/in 30 days</li> </ul>	parity	Compared to Special (Designed) Retail Services.
<b>4.7 Completions/Jeopardy Reports:</b>	90% according to schedule below	
<u>4.7.1 Timeliness of Notice of Trouble Closure – Interim Process: NR</u> a) Trouble Closure Status: Trouble Management System updated by technician. CLEC must monitor status. Additionally, Trouble Closure Status via call to CLEC from VERIZON CATC	% within 2 hours of clearing	
<u>4.7.2 Timeliness of Notice of Trouble Closure - Under Development: NR</u> a) Trouble Closure Status: Trouble Management System updated by technician. Secure WEB page updated with closed Troubles - Every 2 hrs. b) Jeopardy Reports: Summary of Troubles that may not be cleared by the commitment Time. Secure WEB page updated at least every 2 hours	% within 2 hours of clearing trouble  % within 2 hours of commitment time	

Proposed Service Quality Measurement	Standard	NOTES
<b>5. Billing Process:</b>		
<b>5.1 Timeliness of Delivery</b>		
<b>5.1.1 TIMELINESS OF CARRIER BILL DELIVERY:</b>		
<b>5.1.1.1 Timeliness of Carrier Bill Delivery RBA -NY1</b>	10 Business Days after the bill closure date	Bill ready for distribution. Carrier bill includes CSRs, Recurring and Non-Recurring charges (including Time & Material charges) as well as total usage billed to carrier.
<b>5.2 Timeliness Of Usage Information</b>		
<b>5.2.1 Timeliness of Usage Information – Switching Elements RBA -NY 1</b> <ul style="list-style-type: none"> <li>• % Usage sent in 3 business days</li> <li>• % Usage sent in 4 business days</li> <li>• % Usage sent in 5 business days</li> <li>• % Usage sent in 8 business days</li> </ul>	parity	Pursuant to the interconnection agreement, the appropriate local and Interexchange access usage records (both end user usage records and carrier minutes of use usage records) will be provided to CLECs each business day. The EMI usage process starts with collection of usage information from the switch. Most offices have this information teleprocessed to VERIZON data center. Other offices transport usage over the road to the data center. Not all offices poll usage every business day. Weekend and holiday usage is captured on the next business day. VERIZON collects CLEC usage for all CLECs at the same time and will measure all CLECs compared to VERIZON usage processing. Usage ready for distribution.

Proposed Service Quality Measurement	Standard	NOTES
<b>5.3 Accuracy</b>		
5.3.1 Billing Accuracy: NR		<p>Accuracy of billing information will be measured by monitoring 8 control points for UNE. VERIZON created these control points (similar to the way access information is assured) in a collaborative process with AT&amp;T, MCI, Sprint and Worldcom in June 1996. No accuracy reports will be created. CLECs will be kept informed of problems and related fixes.</p> <ol style="list-style-type: none"> <li>1. VERIZON monitors the level of service order errors with the potential of delaying usage feeds</li> <li>2. VERIZON monitors the timeliness of the usage feed to the process on a daily basis</li> <li>3. VERIZON offers its Reseller and CLEC customers the option of receiving EMI usage feeds through the Network Data Mover (NDM) process to increase the timeliness of delivery.</li> </ol>

Proposed Service Quality Measurement	Standard	NOTES
<b>6. Operator Services Processes and Databases:</b>		
<b>6.1 Operator Timeliness</b>		
6.1.1 Operator Assistance Calls (Call Completion Services) NR 6.1.1.1 Average Speed of Answer	<u>Regulatory Standard</u> NY < 2.8 seconds	VERIZON Operator Call Distribution Systems handle all traffic on a first come first serve basis, regardless of VERIZON or CLEC or originating trunk group. (Identification of CLEC for branding and billing does not impact call distribution.) VERIZON measures Average speed of answer for Operator Services and utilizes individual state standards for Speed of Answer.
6.1.2 Directory Assistance Calls NR 6.1.2.1 Average Speed of Answer	<u>Regulatory Standard</u> NY < 6.3 seconds	(See explanation in Section 6.1.1 notes above.)
6.1.3 Performance LIDB, routing, OS/DS platforms NR 6.1.2.1 LIDB performance a) LIDB reply rate to all query attempts	Bellcore produced standard	VERIZON LIDB is engineered to be unavailable for a maximum of 12 hours a year as per GR-1158-CORE. The LIDB is designed to respond to all query attempts if properly formatted and overload conditions are not invoked. Since VERIZON network does not originate all query attempts, VERIZON cannot be held responsible for external networks query formatting and network transport. VERIZON LIDB does not prioritize query messages.



Proposed Service Quality Measurement	Standard	NOTES
b) LIDB query time-out	Bellcore produced standard	LIDB query timeouts are setable at the operator services switch. VERIZON OSSs use two seconds as the time out. GR-954-CORE sets an objective of 144 milliseconds for one way internetwork signaling as an objective. GR-1158-CORE sets the mean processing time at the LIDB to be no more than .25 - .5 second and not to exceed 1 second for 99% of all messages during normal operating conditions. Since LIDB queries can leave the VERIZON network, this is somewhat out of VERIZON control. VERIZON LIDB does not prioritize query messages.
c) Unexpected data values in replies for all LIDB queries	2%	Acceptable at 2%
d) Group troubles in all LIDB queries Delivery to OS platform -	2%	Acceptable at 2%

**APPENDIX A**

**UNE PERFORMANCE STANDARDS – VERIZON—NEW YORK**

**DEFINITIONS**

## APPENDIX A

### Performance Standards

#### Definitions:

VERIZON agrees to work with AT&T representatives to clarify definitions prior to first report.

Metrics:	Definition:
• Number of Installation Orders	Total orders received and completed. Note: there may be multiple orders per TC Purchase Order Number.
• Average Interval - Offered	Average number of days between application date and committed due date. For orders received after 3 p.m., the next business day is considered the Day 0 application date. The application date is the date that a valid service request is received. Separate reporting by volume of lines for POTS service.
• Average Interval - Completed	Average number of days between application date and completed date. Completion date is the date noted on Service Order as completed.
• % completed in 1, 2 or 3 business days – Dispatch	For those orders requiring physical outside dispatch with 1 to 5 lines per order, the % of all lines (on orders with 1 to 5 lines per order) that are actually completed in 1, 2 or 3 business days. The denominator excludes Hot Cuts and lines on orders where the customer requests service beyond the offered interval ("x" dated orders).
• % completed in 1, 2 or 3 business days – No Dispatch	Similar to previous metric, except for those orders not requiring a physical outside dispatch.
• % completed in 4, 5 or 6 business days – Total	All orders, 1 to 5 lines per order, the number of lines completed in 4, 5 or 6 days. Excludes "x" dated orders and Hot Cuts.
• % Missed Appointment – VERIZON– Total	% of all lines ordered, the % where there was a missed appointment due to a VERIZON problem.
• % Missed Appointment – VERIZON– Dispatch	Same as previous. However, only for those lines where dispatch was required to complete the order.
• % Missed Appointment – VERIZON– No Dispatch	Same as previous. No dispatch required.
• % Missed Appointment – Facilities	% of orders with missed appointments due to lack of facilities.
• Average Delay Days – Facilities Miss	For Orders with Facility misses, the average number of days between committed due date and actual completion date.
• % Installation Troubles w/in 7 or 30 days	For Lines/Circuits Installed, the % of lines where a Network Trouble is reported within the first 7 or 30 days.
• % Missed Appointment – Customer Reasons	% of all lines ordered where there was a missed appointment for customer reasons.
• Trouble Report Rate • (Network Trouble Report Rate)	Total Initial Customer Troubles reported by customer, where the trouble disposition was found to be a network problem (Disposition Codes 3, 4 and 5) per 100 line/circuits in service. Excludes Subsequent Trouble Reports, CPE Troubles and No Trouble Found.
• Trouble Report Rate – Loop • (Network Trouble Report Rate – Loop)	Same as above. Disposition Codes 3 and 4 only.
• Trouble Report Rate – Central Office • (Network Trouble Report Rate – Central Office)	Same as above. Disposition Code 5 only.

## APPENDIX A

### Performance Standards

#### Definitions:

Metrics:	Definition:
• Mean Time To Repair - Total	For Initial Customer Trouble Reports, found to be network troubles, the average time from trouble receipt to trouble clear time. Disposition Codes 3, 4 and 5.
• Mean Time To Repair - Dispatch	Same as previous, but only those troubles that require an outside dispatch.
• Mean Time To Repair - No Dispatch	Same as previous, but only those troubles that do not require an outside dispatch.
• % Out of Service > 4, 12 or 24 Hours	The percent of network troubles out of service cleared in greater than 4, 12 or 24 hours.
• % All Troubles Cleared within 24 Hours	The percent of all troubles (found to be network troubles) cleared in 24 hours.
• % Missed Repair Appointments	For Initial Customer Trouble Reports found to be network troubles (Disposition Codes 3, 4 and 5), where the actual restoration time occurs after the committed restoration time.
• % Repeat Reports w/in 30 days	The percent of troubles that originated as a disposition code 3, 4, 5, 7, 8, 9, 10 or 11 that have an additional trouble within 30 days that has a disposition code of 3, 4 or 5. Initial troubles. Excludes customer action, front end closeouts (VERIZON) and CPE Troubles.
• Subsequent Trouble Reports	Additional customer originated trouble reports reported while trouble is still pending resolution.
• CPE Troubles	Troubles reported where the found trouble is a CPE disposition (disposition code 12 or 13).
• No Trouble Found	Troubles reported where there is no trouble found or a test OK (disposition code 7, 8 and 9).
• No Access	Troubles where there is no customer access available before the commitment time (disposition code 6).

Products:	Definition:
• POTS services	All non-designed circuits that originate on an OE (Switch Office Equipment) and terminate at a customer's premise. All others are considered specials. Includes Analog Centrex, Basic ISDN and PBX trunks. For POTS UNE platform, POTS services include associated transport.
• Specials	Special services are services or elements that require design intervention. These include such services/elements as high capacity links (DS1 or DS3), Primary Rate ISDN, digital services, multiplexing, foreign served services links or analog private links.

Regional Reporting Areas	Definition: consistent with VERIZON operational boundaries in NY
• Manhattan	Manhattan south of 59 <sup>th</sup> Street
• Greater Metro	Remaining NY City area (exclusive of Manhattan south of 59 <sup>th</sup> St.)
• Suburban	Suffolk, Nassau, Westchester, Putnam and Rockland Counties
• State Area	Remaining NY state area (exclusive of NY City and suburban)

## ATTACHMENT 3

### APPENDIX B

#### COMPLIANCE WITH PERFORMANCE STANDARDS

VERIZON will abide by the monthly Performance Standards for unbundled network elements as set forth in Appendix A. The following measures will be employed to foster compliance with the standards.

##### I. Forecasts

AT&T will provide VERIZON with demand forecasts which VERIZON needs in order to plan and operate its network effectively. The companies will work cooperatively to identify the types of forecasts required and the timing and format for the provision of such forecasts.

##### II. Meetings

The companies will meet at least quarterly to review compliance with the Performance Standards and forecasting requirements and to identify and resolve any concerns that might arise in these areas. If either company is not satisfied with the progress being made toward resolving its concerns, it may call additional meetings and/or escalate the matters to higher levels of management.

##### III. Corrective Action Plans

If a Performance Standard is missed for three consecutive months or for three out of the last six months, within 15 days of the end of the trigger month, VERIZON will develop and begin implementing a corrective action plan. VERIZON will also review the corrective action plan with AT&T and consider any suggestions AT&T may have. The corrective action plan will include a description of the cause of the problem, the corrective steps being taken, and a timetable for meeting the performance standards. VERIZON will provide AT&T with written monthly progress reports until the Performance Standard is consistently met. AT&T will provide VERIZON with all information and support reasonably requested to enable the cause of the problem to be identified and a corrective action plan to be developed and implemented.

##### IV. Bill Credits

AT&T may be eligible to receive bill credits for missed Performance Standards. The bill credits will be calculated by Regional Reporting Areas defined as follows: (1) for the Ordering—UNE POTS and Ordering—UNE Specials categories, New York State; (2) for the Provisioning—UNE POTS and Maintenance—UNE POTS/Billing categories, Manhattan (South of 59th Street), Greater Metro (Remaining NY City area - exclusive of Manhattan South of 59th Street), Suburban (Suffolk, Nassau, Westchester, Putnam and Rockland Counties), and State (Remaining New York State); and, (3) for the Provisioning—UNE Specials and Maintenance—UNE Specials/Billing categories, LATA 132, and remaining New York State. Company-wide results (or CLEC-aggregate results) may be used within each area in the case of standards that are not required by the Interim Guidelines approved by the Commission on March 16, 1998 in Case 97-C-0139 to be measured and reported by

Regional Reporting Area or by specific CLEC. The following process will be used to calculate the bill credits:

- a. Each Performance Standard will be assigned to one of the following six categories: Ordering—UNE POTS; Ordering—UNE Specials<sup>3</sup>; Provisioning—UNE POTS<sup>4</sup>; Provisioning—UNE Specials; Maintenance—UNE POTS/Billing; or, Maintenance—UNE Specials/Billing<sup>5</sup>. The Ordering categories include the standards relating to pre-service ordering and service ordering functions. The Provisioning categories include the standards relating to service provisioning. The Maintenance/Billing categories include the standards relating to trouble reporting, repair, and billing functions.
- b. For each Performance Standard within each category, a "sigma 2" statistical test (actually 1.645 for a one-tailed test as is appropriate here) will be applied each month to determine, with a 95% confidence level, whether performance in providing UNEs to AT&T is statistically worse than VERIZON's provisioning for its own retail customers. The intent of the statistical test is to determine if the variation between the AT&T and VERIZON mean that is observed is due entirely

<sup>3</sup> Each "Performance of OSS Systems" standard (Appendix A, Section 1.1.1) will be assigned to the Ordering—UNE POTS category. Those same "Performance of OSS Systems" standards (Appendix A, Section 1.1.1) will also be assigned to the Ordering—UNE Specials category, except that in the case of the "Pre-Order Response Time by Transaction Type" standards (Appendix A, Section 1.1.1.1) only the "Customer Service Records" and "Address Validation" standards shall apply to the Ordering—UNE Specials category.

The "Timeliness of Service Request ("SR") Order Confirmation/Reject", "Less Than 10 Lines (POTS - Links, Switching or Combo)" standard (Appendix A, Section 2.1.1(a)) and the "Timeliness of Notice of Completion", "Unbundled Element - Hot Cuts" standard (Appendix A, Section 2.2.1) will be assigned to the Ordering UNE—POTS category.

The "Timeliness of Service Request ("SR") Order Confirmation/Reject", "Less than 10 Lines (Specials)" standard (Appendix A, Section 2.1.1(b)) will be assigned to the Ordering UNE—Specials category.

The "Timeliness of Service Request ("SR") Order Confirmation/Reject", "10 or greater lines (POTS/Spec.-includes facility check)" standard (Appendix A, Section 2.1.1(c)) and the "Timeliness of Notice of Completion", "Unbundled Element - Other" standard (Appendix A, Section 2.2.1), will be assigned to both the Ordering—UNE POTS category and the Ordering UNE—Specials category.

<sup>4</sup> The "On Time Commitment - UNE Hot Cuts" standard (Appendix A, Section 3.2.3) will be assigned to the Provisioning—UNE POTS category. The "On Time Commitment - UNE Hot Cuts" standard (Appendix A, Section 3.2.3) will not be assigned to the Provisioning—UNE Specials category.

<sup>5</sup> Each "Performance of OSS Systems" standard (Appendix A, Section 4.1.1) will be assigned to the Maintenance—UNE POTS/Billing category. Those same "Performance of OSS Systems" standards (Appendix A, Section 4.1.1) will also be assigned to the Maintenance—UNE Specials/Billing category, except that in the case of the "Response Time by Transaction Type" standards (Appendix A, Section 4.1.1.1) the "Test (POTS only)" standard shall not apply to the Maintenance—UNE Specials/Billing category.

Each "Billing Process", "Timeliness of Delivery" and "Timeliness of Usage Information" standard (Appendix A, Sections 5.1 and 5.2, respectively), will be assigned to the Maintenance—UNE POTS/Billing category. The "Billing Process", "Timeliness of Delivery" standard (Appendix A, Section 5.1) will also be assigned to the Maintenance—UNE Specials/Billing category. The "Billing Process", "Timeliness of Usage Information" standards (Appendix A, Section 5.2) will not be assigned to the Maintenance—UNE Specials/Billing category.

to sampling error, or due partly to sampling error and partly to a lack of parity. For each carrier to carrier performance standard within each category, VERIZON will report the mean performance level to itself and to AT&T. The statistical test will determine whether the AT&T measurement could be viewed as coming from a sample of the same underlying process that produced the VERIZON measurements. The standard sampling error of the measurement, or "sigma value", will be calculated by dividing the standard deviation of the individual observations used to calculate the VERIZON mean measurement by the square root of the number of AT&T observations.

For "measured" variables (those for which the measurement is expressed as a magnitude on some scale, such as elapsed time) with sample sizes of greater than 30, a cutoff value of 1.645 sigma units will be used, and for measured variables with sample sizes between 10 and 30, cutoff values will be taken from the t-table. For counted variables (those for which measurements are obtained by counting how many times an event has occurred), the determination of parity will be made by using 1.645 sigma units, in a "z" comparability computation, for all sample sizes greater than 10 that are large enough to make the quantity  $np(1-p)$  equal to or greater than 5 (where  $n$  is the sample size and  $p$  is the service measurement). For counted variables sample sizes of greater than 10, but less than the quantity  $5/(p(1-p))$ , the cutoff value will be computed directly using the binomial distribution.

In order to determine if the standard was missed, for both measured and counted variables, the AT&T measurement will be compared to the VERIZON measurement, adjusted for the cutoff values as specified in the paragraphs above.

Each "absolute" quantity Performance Standard within each category shall be treated as follows for comparison purposes in Section IV(c) below: The Performance Standard should be treated in an analogous manner to the VERIZON mean measurement. Performance measurement means and standard deviations shall be calculated for AT&T's measured variables. Cutoff values for the proxy around the VERIZON mean (the absolute standard) shall be developed as described in the paragraphs above, except that the sampling error will be calculated based on the standard deviation of the AT&T observations as opposed to the standard deviation of the VERIZON observations.

- c. If the standard was met, a value of 0% will be assigned to that standard. If the standard was not met, a value will be assigned to that standard which is equal to the percentage by which the standard was missed after applying the "sigma" test described in b. above. For instance, if the VERIZON measurement for a measured item is 10 hours, the AT&T measurement is 14 hours and the sampling standard error is 1.5 hours, AT&T's 14 hour measurement will be compared to the adjusted VERIZON measure of 12.468 hours ( $10 + [1.645 \times 1.5]$ ). The percentage missed in this case is 12.287% ( $[14 - 12.468] / 12.468$ ). If the VERIZON measure for a counted item was 95% made, the AT&T measurement was 90%, and the sampling standard error was 1%, then the percentage miss would be 3.355% ( $95\% - 91.645\% = 3.355\%$ ) ( $90\% + 1.645 \times 1\% = 91.645\%$ ).

- d. In the computation of each Performance Standard, there must be at least ten (10)

measurable events, or that Performance Standard will not be included in the computation of the category score as provided in §IV(e).

- e. A score will be calculated for each category by summing the values assigned to each Performance Standard in (c) above and by dividing that sum by the number of Performance Standards within the category. That is, the average (mean) percentage miss will be computed for each category.

- f. The scores calculated in (e) above will determine the percentage bill credits applicable to each category, as follows:

<u>CATEGORY SCORE</u>	<u>PERCENTAGE BILL CREDIT</u>
Less than or equal to 5%	10%
Less than or equal to 10%	25%
Less than or equal to 20%	50%
Over 20%	100%

- g. The percentage credits determined in (f) above will be applied to AT&T's bills, as follows:

- (1) Ordering—UNE POTS category: (1) to that month's total usage and/or monthly charges for UNE POTS pre-ordering and ordering and (2) to the non-recurring charges and the first month's recurring charges for all UNE POTS services ordered that month;
- (2) Ordering—UNE Specials category: (1) to that month's total usage and/or monthly charges for UNE Specials pre-ordering and ordering and (2) to the non-recurring charges and the first month's recurring charges for all UNE Specials services ordered that month;
- (3) Provisioning—UNE POTS category: (1) to that month's UNE POTS non-recurring charges and (2) to the first month's recurring charges for all UNE POTS services that were initially scheduled to be provisioned that month;
- (4) Provisioning—UNE Specials category: (1) to that month's UNE Specials non-recurring charges and (2) to the first month's recurring charges for all UNE Specials services that were initially scheduled to be provisioned that month;
- (5) Maintenance—UNE POTS/Billing category: to that month's monthly recurring charges for all UNE POTS services.
- (6) Maintenance—UNE Specials/Billing category: to that month's monthly recurring charges for all UNE Specials services.

- h. Maximum Credits: If AT&T qualifies for percentage bill credits in more than one category in a given month, VERIZON's obligation to issue a bill credit for any single unit of unbundled network element is limited to 100% of the tariff charge for that element.

- i. Credits for Service Interruptions: In addition to the compliance measures



described above, AT&T will continue to be eligible for Credits for Service Interruptions pursuant to applicable VERIZON tariffs. VERIZON will not be required, however, to issue Performance Credits for recurring charges and Credits for Service Interruptions that exceed AT&T's recurring charges in a given month.

VERIZON may, if and to the extent permitted by the arbitrator under the ADR provisions of this agreement, exclude from the computation of bill credits the impacts of (i) a failure by AT&T to perform an obligation set forth in this Agreement; (ii) a delay, act or failure to act by AT&T or a customer, agent, affiliate, representative or subcontractor of AT&T; (iii) a delay, act or failure to act by an unaffiliated equipment or service vendor to VERIZON; (iv) a force majeure event; or (v) such other delay, act or failure to act upon which the companies may agree.

**Requirements - Weekend/Off-Business Hour Number Portability (LNP-Only)**

Requirements for Weekend/Off-Business Hour Number Portability (LNP-Only) include :

- (1) VERIZON shall accept orders from AT&T for weekend and off-business hour due dates on number portability orders. (AT&T will be able to make LSR entries on this basis, and LSRs transmitted by mechanized feed or otherwise will not be rejected by VERIZON if due date fields are completed on this basis.)
- (2) VERIZON shall apply the 10-digit trigger for all number portability orders. VERIZON shall apply the 10-digit trigger and Customer translations by no later than 11:59 p.m. (local time) on the business day preceding the scheduled port date, and leave the 10-digit trigger and Customer translations in place until 11:59 p.m. (local time) on the next business day following receipt of confirmation from NPAC that the port was activated.
- (3) In order to avoid double-billing of end user Customer, VERIZON must discontinue billing a ported Customer at the date and time the port is activated, as reported by NPAC to VERIZON.
- (4) At AT&T's request, VERIZON shall either (1) transmit the NPAC Port Concurrence to NPAC at the same time that VERIZON transmits the LSRC to AT&T, or (2) transmit the NPAC Port Concurrence to NPAC immediately upon receipt of its copy of the "Create Subscription" message sent by AT&T to NPAC.
- (5) At AT&T's request, VERIZON shall maintain personnel on a standby basis to assist in any emergency repairs or restoration required during the weekend and off-business hour porting process, including at the time that the 10-digit trigger and Customer translations are removed.
- (6) AT&T may compensate VERIZON, based upon the provisions established in Part IV (Pricing) (Time and Materials) of this Agreement for incremental VERIZON personnel made available on weekends or outside of business hours by VERIZON for purposes of handling troubles related to weekend and off-business hour ports. This would not include VERIZON personnel involved in removal of the 10-digit trigger and Customer translations or any repairs and restoration required at such time.
- (7) VERIZON shall ensure that its SOA connectivity to NPAC is available for processing all required number portability activities at all times, other than agreed upon maintenance windows scheduled to be concurrent with maintenance windows scheduled by NPAC.
- (8) If VERIZON requests reciprocity, AT&T would be willing to provide it, except that orders at present would need to be processed by fax.

**Requirements - Weekend/Off-Business Hour Number Portability  
Co-ordinated Cutovers**

Requirements for Weekend/Off-Business Hour Number Portability (Co-ordinated Cutovers) include:

- (1) Conditions (1) – (8) of the Requirements for Weekend/Off-Business Hour Number Portability (LNP-Only) set forth in Appendix 2(A) of this Agreement; and
- (2) Conditions described in Section 2.9.1c of Part II (Unbundled Access) to this Agreement.

## ATTACHMENT 6 - BILLING AND RECORDING

### 1) DEFINITIONS

"CABS" refers to the *Carrier Access Billing System* which is contained in a document prepared under the direction of the Billing Committee of the OBF. The *Carrier Access Billing System* document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other services.

"EMR" refers to the Exchange Message Record System used among LECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 *CRIS Exchange Message Record*, published by Bellcore and which defines the industry standard for exchange message records.

"MECAB" refers to the *Multiple Exchange Carrier Access Billing* document prepared under the direction of the Billing Committee of the OBF. The *Multiple Exchange Carrier Access Billing* document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of access and other services provided by two or more LECs (including LECs and ALEC's), or by one LEC or ALEC in two or more states within a single LATA.

"MECOD" refers to the *Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services- Industry Support Interface*, a document developed under the auspices of the Billing Committee of the OBF. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access and other services which is to be provided by two or more LECS (including LECS and ALEC's), or by one LEC or ALEC in two or more states within a single LATA.

"OBF" refers to the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

### 2) GENERAL

a) This Attachment describes the requirements for VERIZON and AT&T to bill and record the charges to each other covered by this Agreement. VERIZON shall bill and record charges to AT&T for Local Services for resale, unbundled Network Elements, Reciprocal Compensation, Transient Tandem, Interim Number Portability and, in addition, VERIZON shall bill record charges in accordance with this Attachment 6.

b) AT&T shall bill record charges to VERIZON for Reciprocal Compensation, Transient Tandem, Interim Number Portability and, in addition, AT&T shall bill record charges in accordance with this Attachment 6.

c) This Section also describes the Meet Point Billing arrangement between VERIZON and AT&T.

d) Nothing herein is intended to supersede any provisions in the P.S.C. 915 Resale Tariff and accordingly, to the extent that there are any conflicts or inconsistencies between the terms and conditions of this Attachment 6 and the Resale Tariff in regard to Local Services, the terms and conditions of the Resale Tariff shall govern.

### 3) BILLABLE INFORMATION AND CHARGES

a) VERIZON will bill and record in accordance with this Agreement those charges AT&T incurs as a result of AT&T purchasing from VERIZON Elements and/or Local Services, as set forth in this Agreement. Other charges which may apply per combination, such as non-recurring charges, will be billed and identified separately on a per combination basis. Each bill shall be formatted in accordance with CABS and in a few cases CRIS. It is both parties understanding that a majority of bills will be in a CABS format. For those CRIS billed services, both parties will review the practicality of migrating those services from a CRIS billed format to a CABS billed format. Each such Local Service purchased by AT&T shall be assigned a separate and unique billing code or other descriptive identifier in the current form agreed to by the parties and such code or identifier shall be provided to AT&T on each bill in which charges for such Local Services appear. Each such Element purchased by AT&T shall be assigned a separate and unique billing code or other descriptive identifier in the form agreed to by the parties and such code or identifier shall be provided to AT&T on each bill in which charges for such Element appears. The Parties anticipate that codes for future Local Services shall conform to industry standards. Each such billing code or identifier shall enable AT&T to identify the Element(s) as described in Part IV (Pricing Schedule) to this Agreement ordered by AT&T, or Local Services ordered or utilized by AT&T in which charges apply pursuant to this Agreement. Each bill shall also set forth the quantity of each such Element, or Local Service provided and billed to AT&T. All charges billed to AT&T must indicate the state from which such charges were incurred.

b) VERIZON shall provide AT&T monthly bill(s) that include all charges incurred by and credits and/or adjustments due to AT&T for those Elements, combinations thereof as identified in Section 3a, or Local Services covered by this Agreement. Each bill provided by VERIZON to AT&T shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the

current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments.

c) The Bill Date, as defined herein, must be present on each bill transmitted by the parties, must be a valid calendar date and no more than one calendar year old. Charges contained on a bill may be more than one calendar year old to the extent permitted by law. In addition, on each bill where "Jurisdiction" is identified, local (Reciprocal Compensation traffic as defined in Attachment 1) shall be separately identified with the industry standard jurisdictional indicator.

d) VERIZON shall bill AT&T for each Element, or, where appropriate, a combination thereof, or Local Service, supplied by VERIZON to AT&T pursuant to this Agreement at the rates set forth in this Agreement. VERIZON will bill AT&T based on the actual charges incurred, provided, however, for those usage based charges where actual charge information is not determinable by VERIZON because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the parties will jointly develop a process to determine the appropriate charges. Measurement by the parties of terminating usage charges shall be in accordance with Part 1(e) of the Rate Application Rules in Part IV of this Agreement.

e) Each party shall provide the other party at no additional charge a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment..

#### **4) MEET POINT BILLING ("MPB")**

This section applies only when AT&T is a facilities-based carrier utilizing its own local switch (not unbundled Network Element switching) i.e. not to the Point of Interconnection unbundled Network Element arrangements described in Call Flows Diagram Nos. 21-28 (see Part IV). MPB as addressed in these provisions pertains to those arrangements where the only tandem switch involved is VERIZON's used solely by VERIZON. Other tandem arrangements including multiple tandem arrangements involving the Parties and alternate tandem providers will be addressed by the Parties in the Operations Plan.

a) AT&T and VERIZON will establish meet-point billing ("MPB") arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

b) AT&T and VERIZON each seek to implement the "Single Bill/Multiple Tariff" option, and will work cooperatively to implement that option, in order to bill any interexchange carrier ("IXC") for that portion of the carrier access rate elements provided by AT&T or VERIZON. If the parties

cannot implement that option then they will implement the "Multiple Bill/Single Tariff" option (where each party bills separately from its own tariff). For all traffic covered by the MPB arrangement, AT&T and VERIZON shall bill the IXC's applicable elements, as specified in d) below, at the rates specified in each party's tariff. In implementing the "Single Bill Multiple Tariff" option, neither party shall charge the other for providing records. Except for the "Single Bill/Multiple Tariff" option, AT&T and VERIZON shall bill each other the charges noted in this Agreement for the provision of records. In the multiple bill scenario the recording party will provide the records to the other party at the applicable call usage detail service charges, set forth in Part IV of this Agreement. The other party will not charge the recording party for the return of the summary record.

c) VERIZON and AT&T shall provide to each other the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of each other's network in an AT&T/VERIZON MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each party shall provide to the other such information in the format and via the medium that the parties agree. If either party does not initially record sufficient bill detail for any IXC traffic that will utilize a portion of its network in an AT&T/VERIZON MPB arrangement, and for whom either party must supply to the other MPB billing information, each party agrees that it will assist the other in resolving these billing matters to allow that party to obtain reimbursement from the IXC by providing as much billing detail as is available to the other party, and by participating in any studies or discussions required to obtain supporting detail. **ICB ISSUE ATT-28**

d) VERIZON and AT&T agree that in an MPB arrangement where one party provides local transport and the other party provides the end office switching, the party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") or loop charges associated with the traffic. The parties further agree that in those MPB situations where one party sub-tends the other party's access tandem, the party providing the access tandem is only entitled to bill the entrance facility charges, access tandem fee and any associated local transport charges and any applicable tariff charges. The parties also agree that the party who provides the end office switching is entitled to bill end office switching fees, associated local transport charges, RIC and CCL or loop charges, as appropriate, and such other applicable tariff charges. The provisions of this paragraph 4(d) shall be subject to and in accordance with the orders, rules and regulations of the FCC, as in effect from time to time.

e) If the parties cannot implement a "Single Bill/Multiple Tariff" option, VERIZON and AT&T will record and transmit MPB information in accordance with the EMR industry standards and in the transmission medium set forth in this Attachment. VERIZON and AT&T will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

**f) Meet Point Billing Liability:**

(i) These liability provisions do not apply to the Point of Interconnection unbundled Network Element arrangements (see Part IV\_Call Flows Diagram Nos. 21-28) nor do they apply to arrangements involving alternate tandem providers. Records for the purpose of this Section 4 mean MPB records which shall only be provided in EMR industry standard format.. Both parties will monitor and control their recording process to insure that MPB records are distributed to the other party within 10 calendar days of their creation.

(ii) For a period of six months per tandem, from the time that AT&T first sends or receives MPB traffic through a VERIZON tandem which AT&T subtends, the Parties agree that they will work cooperatively to resolve issues that may arise pertaining to receipt of billable records and will attempt to provide each other with billable records or reconstruct missing records, however, neither Party will be liable to the other during that time period for failing to provide the other Party with billable records or missing records.

(iii) For the remainder of the first year per tandem, there will be a true up in which each Party will look at the number of non billable or missing records relative to the total records (for VERIZON total records shall be records associated with the tandem and for AT&T total records shall be records associated with the sum of the end offices subtending that tandem) provided by the other Party during that six month period. If greater than 15% of the records for that period are not received or not billable, the recording Party will be liable for a settlement payment as described in paragraph v below.

(iv) For the remainder of the Term of the Agreement, there will be annual true ups in which each Party will look at the number of non billable or missing records relative to the total records (for VERIZON total records shall be records associated with the tandem and for AT&T total records shall be records associated with the sum of the end offices subtending that tandem) provided by the other Party during that annual period. If greater than 5% of the records for that period are not received or not billable, the recording Party will be liable for a settlement as described in paragraph v below. At the end of the first annual true up period, the Parties will review the data and may mutually agree to change the liability percentages.

(v) For each true up period where settlement payment is required, the recording Party will provide the receiving Party with a settlement payment based upon what the estimated MPB revenues for the receiving party would have been for the missing or non-billable records. The settlement will not include a) revenues associated with records where AT&T or its affiliates, parent or subsidiaries is the interexchange carrier delivering traffic to or receiving traffic from the VERIZON tandem, b) calls for which the recording Party is not responsible for loss of records, or for the records being non billable (e.g. such as when the records have been sent by the recording Party but lost by the receiving Party, or damaged by the receiving Party) or c) where the recording Party did not receive notification of missing or non billable records from the receiving Party within the following timeframes:

1. Two business days from receipt of records that records are missing from a pack, per switch
2. Seven business days from receipt of records that records are missing CICs, or contain missing or corrupted data
3. Seven business days from receipt of records that records were not received based upon a verification of volumes process per switch (matching the Party's own switch records with the records received from the recording Party, and subtracting the difference in the amount of messages and



minutes between the records)

(vi) Any settlement payment made by the recording party under this Section 4 shall be the sole and exclusive remedy of the receiving party for damages related directly or indirectly to these MPB recording arrangements. No other penalties, liquidated damages, or payments for any breach of these MPB recording arrangements shall apply.

g) Neither AT&T nor VERIZON will charge the other for the services rendered or for information provided pursuant to Section 4 of this Attachment except those MPB charges specifically set forth herein. Each party will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

h) Retroactive adjustments such as jurisdictional factor changes by the IXC switched access customer, if applied, will be passed through to both parties. The parties will "true up" the revenues by rerating and reallocating the amounts due or payable to each party. The costs associated with making these retroactive adjustments shall be allocated between the parties based upon the relative percentages that each party had received of the MPB revenues. The parties will agree on the best method for making the adjustments.

i) In order to proceed with a "Single Bill/Multiple Tariff" operation, the parties hereby agree to a one (1) year term arrangement in which AT&T would make available to VERIZON the same message rates AT&T receives from its billing contractor for VERIZON's billing of IXCs in conjunction with AT&T/VERIZON MPB arrangements for calls terminating on the Parties' networks. VERIZON understands that AT&T's message rates are tiered and are based upon the volume of messages that AT&T sends to its independent billing contractor. The price for the first million dollars (\$1,000,000) of messages is currently \$0.0055 per message. The lowest per message rate of \$0.0015 is achieved when 200 million messages are sent to the billing contractor. The message rate that would be in effect for VERIZON during the one (1) year arrangement would be dependent upon where in the tiered pricing AT&T is at the time that the particular MPB message is being processed. The parties agree to allocate responsibility for the billing contractor's per message charges for these MPB calls based upon the relative percentages that each party will receive of the MPB charge to the IXC. The costs to VERIZON for AT&T's performance of Meet Point Billing management functions (e.g., customer care, billing adjustment, receivables setup, posting and payments to be made to VERIZON) performed specifically for VERIZON as set forth in Appendix I to this Attachment 6 will be on a time and materials basis for the incremental costs assumed by AT&T to perform this function on behalf of VERIZON are set forth in Appendix I to this Attachment 6. The parties agree to periodically review the foregoing billing process, and AT&T will give due consideration to VERIZON suggestions for operational changes aimed at greater efficiencies. The parties agree that VERIZON may terminate the single bill arrangement upon ninety days written notice to AT&T at any time during the one year term.

## **5) COLLOCATION**

Collocation (as defined in Part III of this Agreement) billing should occur on a bill with the label Collocation Building Expenses. The CABS format would mirror the bill structure for a Miscellaneous bill. The ongoing fees (described in Part III of this Agreement) for AT&T to collocate (i.e., space, power, etc.) should be provided for as described in the existing CABS documents for how to render an Expanded Interconnection bill. For a mechanized CABS bill, the Type of Account field should be populated with a value of "E" as per the CABS specifications.

## **6) RECIPROCAL COMPENSATION**

a) Charges for Reciprocal Compensation should be billed on a switched bill. In a CABS format, local usage will be separately identified and displayed in the Usage Sections of the bill. The Jurisdiction Indicator will be the industry standard for Reciprocal Compensation. The face page of the bill will reflect a breakdown of Interstate, Intrastate and Local (Reciprocal Compensation) dollars. A Summary of Jurisdiction Charges will be provided at the account level. Further, the traffic exchanged pursuant to this Attachment shall be measured for terminating usage charges in actual conversation seconds and measured for originating usage charges in actual access seconds. The total conversation seconds and access seconds per chargeable traffic types shall be totaled for the entire processing cycle and then rounded to the next whole minute. Mutual Compensation for the termination of this traffic shall be charged at rates specified in Part IV to this Agreement.

b) In lieu of the Reciprocal Compensation arrangement described above and where permitted by state law or Commission regulation or order, the parties may elect to adopt a bill and keep compensation arrangement or such other mutually agreed upon compensation arrangement.

## **7) TRANSIENT TANDEM PROCESS AND PRICING**

a) AT&T may use VERIZON's tandem switch to terminate AT&T local traffic on other local carriers' networks where such local carriers are connected to the same VERIZON tandem, or to receive local traffic originating on such other local carriers' networks. This local traffic will route between local carriers through VERIZON's tandem switch. When AT&T is the originating carrier terminating calls to another carrier, AT&T shall be responsible for paying VERIZON for tandem switching, except to the extent that AT&T has already paid for tandem switching via the VERIZON Shared Transport rate, plus a blended charge which reflects a pass through of monthly Reciprocal Compensation terminating local carrier charges paid by VERIZON to the terminating local carrier that is based upon actual local carrier rates in effect for terminating compensation from the previous month multiplied times actual minutes of use for the given month. Since the charges for each month are calculated using actual rates from the previous month, the initial month under this Agreement will be estimated and based upon a local study.

Parameters will be developed to insure that if actuals are collected in the month succeeding the initial month which differ from the estimated value by more than two thousand dollars, VERIZON will credit AT&T for that amount which AT&T has overpaid or AT&T will pay VERIZON for that amount which AT&T has underpaid. The prices for transient tandem switching, including all applicable associated operations support charges, are set forth in this Part IV.

b) When AT&T is the terminating carrier using its own (not unbundled Network Element) switching facilities, VERIZON shall pay AT&T all terminating Reciprocal Compensation for local and toll based upon actual minutes of use and rates in effect for that month. The Parties will work cooperatively on billing disputes and uncollectible issues.

#### 8) LOCAL NUMBER PORTABILITY ~~USING INP~~

a) In accordance with the terms and conditions set forth in this Attachment 6, each party shall record and provide to the other all call detail information associated with a call to a party's local exchange customer whose telephone number has been ported from the other party under INP as further described in Section 19 of the General Terms and Conditions of this Agreement.

b) When an IXC terminates an InterLATA or IntraLATA toll call to either party's local exchange customer whose telephone number has been ported from one party to the other, the parties agree that the party to whom the number has been ported shall receive revenues from those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate, and such other applicable charges. The party from whom the number has been ported shall be entitled only to receive any ~~INP-related IXC~~ entrance facility fees, access tandem fees and appropriate local transport charges, and any ~~other IXC~~ INP fees (i.e., such as RCF charges) set forth in this Agreement. Such access charge payments will be adjusted to the extent that the paying party has already paid Reciprocal Compensation for the same minutes of use. When a call for which access charges are not applicable is terminated to a party's local exchange customer whose telephone number has been ported from the other party, the parties agree that the Reciprocal Compensation arrangements described in this Attachment shall apply.

## 9) ISSUANCE OF BILLS - GENERAL

- a) VERIZON and AT&T will issue all bills in accordance with the terms and conditions set forth in this Section. VERIZON and AT&T will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), as further defined in the CABS documents, which Bill Date shall be the same day month to month. Each BAN shall remain constant from month to month, unless changed as agreed to by the parties. Each party shall provide the other party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills are due within the timeframes specified in Section 10.1 and 10.2 of the General Terms and Conditions of this Agreement
- b) Except as otherwise provided below, when VERIZON and AT&T issue CABS bills they shall contain such billing data and information in accordance with CABS Version 26.0, or such later versions of CABS as are published by Bellcore, or its successor. For meet-point billing arrangements as set forth in Section 4 of this Attachment, such billing data and information shall also conform to the standards set forth in the MECAB document, or such later versions as are adopted by Bellcore, or its successor. For as long as and to the extent that CABS standards have not been established with respect to formatting, such billing data and information may be formatted in a CRIS billed format or in such other format or formats as shall be reasonable under the circumstances, subject to the approval of the receiving party, which approval shall not be unreasonably withheld. It is both parties understanding that a majority of bills will be in a CABS format. Except for Local Services which are CRIS billed services billed in a CABS format, for those CRIS billed services, both parties will review the practicality of migrating those services from a CRIS billed format to a CABS billed format. VERIZON has indicated that they have not completely adopted CABS Version 26.0 yet but agree to provide AT&T with a differences list for any variance from Version 26.0.
- c) Payment by the parties will be based on the full detailed version of the bill. If either party requests an additional copy(ies) of a bill, such party shall pay the other party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.
- d) To avoid transmission failures or the receipt of billing information that cannot be processed, the parties shall provide each other with their respective process specifications and edit requirements. AT&T shall comply with VERIZON's processing specifications when AT&T transmits billing data to VERIZON. VERIZON shall comply with AT&T's processing specifications when VERIZON transmits billing data to AT&T. AT&T and VERIZON shall provide each other reasonable notice if a billing transmission is received that does not meet such party's specifications or that such party cannot process. Such transmission shall be corrected and resubmitted to the other party, at the resubmitting party's sole expense, in a form that meets the specifications set forth in this Attachment. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in

this Attachment.

## 10) ELECTRONIC TRANSMISSIONS

a) VERIZON and AT&T agree that each party will transmit CABS billing information and data in the appropriate CABS format electronically via Connect:Direct (formerly known as Network Data Mover) to the other party at the location specified by such party. The parties agree that a T1.5 or 56kb circuit to Gateway for Connect: Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If VERIZON has an established Connect: Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. VERIZON must provide AT&T/Alpharetta its Connect: Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. AT&T's Connect: Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in VERIZON's Connect:Direct software. AT&T will supply to VERIZON its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either party's Connect: Direct Node ID must be sent to the other party no later than twenty-one (21) calendar days before the changes take effect.

b) The following dataset format shall be used as applicable for those CABS charges transmitted via Connect:Direct in CABS format:

### Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	VERIZON Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	01 thru 31 (Bill Period) (optional) or GA (US Postal-State Code)

### Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

# 11) TAPE OR PAPER TRANSMISSIONS (NOT APPLICABLE TO LOCAL SERVICES)

a) In the event either party does not have Connect:Direct capabilities upon the effective date of this Agreement, such party agrees to establish Connect:Direct transmission capabilities with the other party within the time period mutually agreed and at the establishing party's expense. Until such time, the parties will transmit billing information to each other via magnetic tape or paper, as agreed to by AT&T and VERIZON. Billing information and data contained on magnetic tapes or paper for payment shall be sent to the parties at the following locations. The parties acknowledge that all tapes transmitted to the other party via U.S. Mail or Overnight Delivery and which contain billing data will not be returned to the sending party.

TO AT&T:

Tape Transmis- sions via U.S. Mail:	AT&T  300 North Point Parkway  FLOC 217M01  Alpharetta, Georgia 30202  Attn: AC&R Access Bill Coordina- tor
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Tape Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30202 Attn: AC&R Access Bill Coordinator
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Paper Transmissions via U.S. Mail:	AT&T Caller Service 6908 Alpharetta, Georgia 30239-6908 Attn: AC&R Access Bill Coordinator
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Paper Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30202 Attn: AC&R Access Bill Coordinator
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TO VERIZON:

Tape Transmissions	<p>VERIZON</p> <p>1095 Avenue of the Americas</p> <p>Fourteenth Floor</p> <p>New York, NY 10036</p> <p>Attn: CLEC Billing</p>
Paper Transmissions	<p>VERIZON</p> <p>1095 Avenue of the Americas</p> <p>Fourteenth Floor</p> <p>New York, NY 10036</p> <p>Attn: CLEC Billing</p>

b) Each party will adhere to the tape packaging requirements set forth in this subsection. When a third party is utilized, the billing party will work to ensure conformance to the tape packaging requirements set forth in this subsection. In addition, the parties shall provide each other reasonable notice if a billing transmission is received that does not meet such party's specifications or that such party cannot process. Such transmission shall be corrected and resubmitted to the other party, at the resubmitting party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment. Each party will clearly mark on the outside of each shipping container its name, contact and return address.

c) All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested with full width certification and permanent error free at final inspection. AT&T reserves the right to destroy a tape that has been determined to have unrecoverable errors. AT&T also reserves the right to replace a tape with one of equal or better quality.

d) Billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS
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Record length	225 bytes (fixed length)
Blocking factor	84 records per block
Block size	18,900 bytes per block
Labels	Standard IBM Operating System

e) The serial would be determined by the sending company, to meet IBM standard label format requirements. The dataset name as well as each party's name, address and contact shall further identify the tape. The external and internal label should be the same.

f) Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

<u>Volume 1</u>	<u>Volume label</u>
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

g) The Standard Volume Label Format (Vol. 1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	The characters "VOL" identify this label as a volume label.
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for the IBM standard volume label.
Volume Serial Number (6 bytes)	A unique identification code, normally numeric characters (000001-999999), but may be alpha-numeric; if fewer than 6 characters, must be left-justified. This same code should also appear on the external (flat) surface of the volume for visual identification.

Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
VTOC Pointer (10 bytes)	Direct-access volumes only. This field is not used for tape volumes and should be recorded as blanks.
Reserved (10 bytes)	Reserved for future use - should be recorded as blanks.
Owner Name and Address Code(10 bytes)	Indicates a specific customer, person, installation, department, etc., to which the volume belongs. Any code or name is acceptable.
Reserved (29 bytes)	Reserved for future use - should be recorded as blanks.

h) The IBM Standard Dataset Label 1 Format (HDR1, EOVS1, EOF1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	Three characters that identify the label are: <ul style="list-style-type: none"> <li>• HDR Header label (at the beginning of a dataset)</li> <li>• EOVS Trailer label (at the end of a tape volume, when the dataset continues on another volume)</li> <li>• EOF Trailer label (at the end of a dataset).</li> </ul>
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for dataset label 1.
Dataset Identifier (17 bytes)	The rightmost 17 bytes of the dataset name (includes GnnnnVnn if the dataset is part of a generation data group). If the dataset name is less than 17 bytes, it is left-justified and the remainder of this field is padded with blanks.
Dataset Serial Number (6 bytes)	The volume serial number of the tape volume containing the dataset. For multi-volume datasets, this field contains the serial number of the first volume of the aggregate created at the same time. The serial number can be any 6 alphanumeric characters, normally numeric (000001-999999). If the number of characters is fewer than 6 characters, the code must be left-justified and followed by blanks.
Volume Sequence Number (4 bytes)	A number (0001-9999) that indicates the order of volume within the multi-volume group created at the same time. This number is always 0001 for a single volume dataset.
Dataset Sequence Number (4 bytes)	A number (0001-9999) that indicates the relative position of the dataset within a multi-dataset group. This number is always 0001 for a single dataset organization.

Generation Number (4 bytes)	If the dataset is part of a generation data group, this field contains a number from 0001 to 9999 indicating the absolute generation number (the first generation is recorded as 0001). If the dataset is not part of a generation data group, this field contains blanks.
Version Number Of Generation (2 bytes)	If the dataset is part of a generation data group, this field a number from 00 to 99 indicating the version number of the generation (the first version is recorded as 00). If the dataset is not part of a generation data group, this field contains blanks.
Creation Date (6 bytes)	Year and day of the year when the dataset was created. The date is shown in the format byydd where: <ul style="list-style-type: none"> <li>• b = blank</li> <li>• yy = year(00-99)</li> <li>• ddd = day(001-366)</li> </ul>
Expiration Date (6 bytes)	Year and day of the year when the dataset may be scratched or overwritten. The data is shown in the format byydd where: <ul style="list-style-type: none"> <li>• b = blank</li> <li>• yy = year (00-99)</li> <li>• ddd = day (001-366)</li> </ul>
Dataset Security (1 byte)	A code number indicating the security status of the dataset is as follows: <ul style="list-style-type: none"> <li>• 0 No password protection</li> <li>• 1 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined)</li> <li>• 3 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined).</li> </ul>
Block Count (6 bytes)	This field in the trailer label shows the number of data blocks in the dataset on the current volume. This field in the header label is always zeros (000000).
System Code (13 bytes)	Unique code that identifies the system.
Reserved (7 bytes)	Reserved for future use - should be recorded as blanks.

i) The IBM Standard Dataset Label 2 Format (HDR2, EOVS, EOF2) always follows dataset label 1 and contains additional information about the associated dataset as described below:

FIELD NAME	CONTENTS						
Label Identifier (3 bytes)	Three characters that identify the label are as follows: <ul style="list-style-type: none"> <li>• HDR Header label (at the beginning of a dataset)</li> <li>• EOY Trailer label (at the end of a tape volume, when the dataset continues on another volume)</li> <li>• EOF Trailer label (at the end of a dataset).</li> </ul>						
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 2 for dataset label 2.						
Record Format (1 byte)	An alphabetic character that indicates the format of records in the associated dataset as follows: <ul style="list-style-type: none"> <li>• F Fixed length</li> <li>• V Variable length</li> <li>• U Undefined length.</li> </ul>						
Block Length (5 bytes)	A number up to 32760 that indicates the block length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: <ul style="list-style-type: none"> <li>• Format F - Block length (must be a multiple of the logical record length in Field 5)</li> <li>• Format V - Maximum block length (including the 4 byte length indicator in the block)</li> <li>• Format U - Maximum block length.</li> </ul>						
Record Length (5 bytes)	A number that indicates the record length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: <ul style="list-style-type: none"> <li>• Format F - Logical record length</li> <li>• Format V - Maximum logical record length (including the 4 byte length indicator in the records)</li> <li>• Format U - Zeros.</li> </ul>						
Tape Density (1 byte)	A code indicating the record density of the tape, as follows: <p>Recording Density</p> <table> <tr> <td><u>DEN Value</u></td> <td><u>9-Track Tape</u></td> </tr> <tr> <td>3</td> <td>1600 (PE)</td> </tr> <tr> <td>4</td> <td>6250 (GCR)</td> </tr> </table> <p>PE - is for phase encoded mode GCR - is for group coded recording mode.</p>	<u>DEN Value</u>	<u>9-Track Tape</u>	3	1600 (PE)	4	6250 (GCR)
<u>DEN Value</u>	<u>9-Track Tape</u>						
3	1600 (PE)						
4	6250 (GCR)						

Dataset Position (1 byte)	A code, indicating a volume switch, is as follows: 0 - No volume switch has occurred 1 - A volume switch previously occurred.
Job/Job Step (17 bytes)	Identification of the job and job step that created the dataset. The first 8 bytes contain the name of the job, the ninth byte is a slash (/), and the final 8 bytes contain the name of the job step.
Tape Recording Technique (2 bytes)	A code or blanks indicating the tape recording technique used. This field is recorded as blanks for 9-track tape. The only technique available for 9-track tape is odd parity and no translation.
Control Characters (1 byte)	A code indicating whether a control character set was used to create the dataset and the type of control characters used: A Contains ASCII control characters M Contains machine control characters b Contains no control characters.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
Block Attribute (1 byte)	A code indicating the block attribute used to create the dataset: B Blocked records S Spanned records R Blocked and spanned records b No blocked and no spanned records.
Reserved (8 bytes)	Bytes 40-42 - reserved for future use -should be blanks. Bytes 43-47 - (3420 tape units only) serial number of creating tape unit. Blank for other units.
Checkpoint Dataset (1 byte)	In VS2-Release 2, this byte contains the identifier character C if the dataset is a checkpoint dataset; the byte is blank if the dataset is not a check point dataset or in other releases of the VS systems.
Reserved (32 bytes)	Reserved for future use - should be recorded as blanks.

## 12) TESTING REQUIREMENTS

a) The parties shall send bill data in the appropriate mechanized format (e.g., CABS) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data the receiving party will notify the sending party whether or not the billing transmission meets testing specifications. If the transmission fails to meet the receiving party's testing specifications, the sending party shall make the necessary corrections. At least one (1) set of testing data must meet the receiving party's testing specifications prior to the sending party sending a mechanized production bill for the first time via electronic transmission. Thereafter, the sending

party may begin sending the receiving party mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

b) At least 30 days prior to changing transmission mediums (e.g., from paper to mechanized), the sending party shall send bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. The sending party agrees that it will not send bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection.

c) VERIZON shall provide to AT&T's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30302, VERIZON originating or state level company code so that it may be added to AT&T's internal tables at least thirty (30) calendar days prior to testing or prior to a change in VERIZON's originating or state level company code. AT&T shall provide to the designated VERIZON representative, AT&T's originating or state level company code so that it may be added to VERIZON's internal tables at least thirty (30) days prior to testing or prior to a change in AT&T's originating or state level company code.

d) Except with respect to Local Services, during the testing period, each party shall transmit to the other billing data and information via paper transmission to the respective addresses as set forth in Section 10 of this Attachment. Each party shall send test tapes to the other at the following locations:

Test Tapes:	AT&T
	500 North Point Parkway FLOC B1104B Alpharetta, Georgia 30302 Attn: Access Bill Testing Coordinator  VERIZON  [TO BE DESIGNATED BY VERIZON IN WRITING]

### 13) ADDITIONAL REQUIREMENTS

a) The parties agree that if they transmit data in a mechanized format, they will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for the parties to process billing information and data:

- (1) The BAN shall not contain embedded spaces or low values.
- (2) The Bill Date shall not contain spaces or non-numeric values.
- (3) Each bill must contain at least one detail record.
- (4) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
- (5) The Invoice Number must not have embedded spaces or low values.

#### **14) BILL ACCURACY CERTIFICATION--Except for Local Services**

The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, the parties will be responsible and accountable for transmitting an accurate and current bill. VERIZON agrees to implement control mechanisms and procedures to render a bill that accurately reflects the Elements and combinations thereof and Local Services ordered and/or used by AT&T. AT&T agrees to implement control mechanisms and procedures to render a bill that accurately reflects appropriate charges for reciprocal compensation, interim number portability and record charges to VERIZON. Accordingly, AT&T and VERIZON agree to replicate for the purposes of this Agreement a process and methodology for access certification similar to that set forth in the Access Billing Supplier Quality Certification Operating Agreement executed by AT&T and VERIZON which governs certification of access bills for interLATA and intraLATA calls. The parties also agree to replicate the bill closure procedures set forth in the Access Billing Supplier Quality Certification Operating Agreement. (Also See Section 10.3 (m) of the General Terms and Conditions of this Agreement.) The bill closure procedures to be finalized within 12 months of the Effective Date of this Agreement. For Local Services the parties are already developing the bill certification process for the VERIZON wholesale bill as part of an industry collaborative process. For all other services covered by this Attachment 6, the parties have agreed to begin bill certification process discussions for bills to each other beginning on **April 10, 2001**.

#### **15) PAYMENT OF CHARGES**

Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other party's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, VERIZON and AT&T shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each party shall provide the other party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The parties will render payment via EFT. AT&T will provide VERIZON with one address to which such payments shall be rendered and VERIZON will provide to AT&T with only one address to which such payments shall be rendered. In the event AT&T receives multiple and/or other bills from VERIZON which are payable on the same date, AT&T may remit one payment for the sum of all such bills payable to VERIZON's bank account specified in this subsection and AT&T will provide VERIZON with a payment advice. Each party shall provide the other party with a contact person for the handling of billing payment questions or problems.

#### **16) BILLING DISPUTES**

- a) Billing disputes (except with respect to Local Services) shall be handled in accordance with the procedures set forth in Section 10.3 of the General Terms and Conditions of the Agreement.
- b) The Parties agree to establish a process by which closure of a specific billing period will occur



by joint agreement. The Parties agree that a bill closure process will be established within twelve months of the execution of this Agreement.

#### 17) LATE PAYMENT CHARGES

- a) Late payment charges (except with respect to Local Services) shall be as set forth in Section 10.2 (b) (iii) of the General Terms and Conditions of this Agreement.

#### 18) ADJUSTMENTS

Adjustments for incorrect charges and overcharges shall be set forth in the appropriate section of the bill pursuant to CABS standards and/or CRIS standards for the billing format being utilized.

#### 19) RECORDING OF CALL INFORMATION--Does not apply to Local Services

- a) When AT&T purchases Network Elements (or combinations thereof) from VERIZON, the parties agree to record call information in accordance with this subsection. To the extent technically feasible, each party will record all call detail information associated with every call originated from or terminated to the other party's local exchange customer through each party's tandem or end office switches for purposes of either party billing terminating or originating charges including access charges, to IXCs, ILEC, CLECs or ICOs, except that in cases where the receiving party does not need such data (e.g. Call Flows 2, 4, 7, 10, 11) the recording party is not required to record all call detail. These records shall be provided at a party's request and shall be formatted pursuant to Bellcore standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party daily in EMR format via Connect:Direct, provided however that if AT&T and VERIZON do not have Connect:Direct capabilities, such records shall be transmitted as the parties agree. VERIZON and AT&T agree that they will retain, at each party's sole expense, copies of all EMR records transmitted to the other party for at least 45 days after transmission to the other party.
- b) VERIZON and AT&T shall provide to each other the billing name, billing address, and carrier identification code ("CIC") of the CLEC, ICO or IXCs that may utilize any portion of each other's network in an AT&T/VERIZON Meet Point Billing, Reciprocal Compensation or Transient Tandem arrangement. Such information shall be provided to each other in the format and via the medium that the parties agree. If either party does not initially record sufficient bill detail for any CLEC, ICO or IXC traffic that will utilize a portion of its network in an AT&T/VERIZON Meet Point Billing, Reciprocal Compensation or Transient Tandem arrangement, and for whom either party must supply to the other billing information, each party agrees that it will assist the other party in resolving these billing matters to allow that party to obtain reimbursement from the CLEC, ICO or IXC by providing as much billing detail as is available to the other party, and by participating in any studies or discussions required to obtain supporting detail. **GENISSUE AREA**
- c) Unbundled Network Elements end user and access records measurements and remedies will be addressed in the context of the service standards for unbundled Network Elements set forth in

Section 11 of the General Terms and Conditions of this Agreement.

d) The parties agree that they will provide each other a single person to contact regarding any data exchange problems.

Verizon will provide AT&T with the data and other information of all calls originating from the HEC and associated billing information for each Verizon customer to insure accurate billing. These CIGs shall be in accordance with procedures approved by the Commission in the Domestic and Billing Forum's MECAL and MECOD agreements. Each Party will provide the other Party with a CIG on each LMR record transmitted to the other Party as to the terms of this Agreement. ICB ISSUE ATT-29

If Verizon does not provide a valid CIG as specified in 11 c) above for any local exchange carrier, CLEC or IXC for whom Verizon must supply to AT&T call detail records pursuant to this Attachment, Verizon agrees that it will assist the local exchange carrier, CLEC or IXC in obtaining such a CIG expeditiously. Until Verizon duly provides a valid CIG to the local exchange carrier, CLEC or IXC, Verizon agrees that it will be responsible for obtaining reimbursement for the respective charges from the appropriate carrier. ICB ISSUE ATT-29

If AT&T does not provide a valid CIG to any local exchange carrier, CLEC or IXC for whom AT&T must supply to Verizon call detail records pursuant to this Attachment, AT&T agrees that it will assist the local exchange carrier, CLEC or IXC in obtaining a valid CIG expeditiously. Until AT&T duly provides a valid CIG to the local exchange carrier, CLEC or IXC, AT&T agrees that it will be responsible for obtaining reimbursement for the respective charges from the appropriate carrier. ICB ISSUE ATT-29

**APPENDIX I**  
**CARRIER BILLING MANAGEMENT**

**COST ESTIMATE BY SUPPORT FUNCTION TO DO AT&T/VERIZON MEET-POINT BILLING--  
VERIZONSED UPON A ONE YEAR TERM**

<b>FUNCTION</b>	<b>TIME</b>	<b>UNIT</b>	<b>COST/ UNIT*</b>
<b>CUSTOMER CARE</b> <ul style="list-style-type: none"> <li>• Receive call from IXC or VERIZON</li> <li>•..... Log Inquiry into Lotus Notes</li> <li>•..... Research problem/determine resolution</li> <li>•..... Communicate resolution to originator</li> <li>•..... If other than \$ adjustment, input change</li> <li>•..... Collection of delinquent payments</li> </ul>	.75 hr	INQUIRY	\$26.93
<b>BILLING ADJUSTMENT</b> <ul style="list-style-type: none"> <li>•... Receive/Initiate call to VERIZON</li> <li>•... Obtain adjustment amount and authorization</li> <li>•... Determine Phrase code or reason for adjustment</li> <li>•... Access Billing System/input adjustment</li> <li>•... Calculation of Late Payment Penalty, when applicable</li> <li>•... Validate adjustment report</li> <li>•... Verify Adjustment on Bill prior to release</li> </ul>	.50 hr	ADJUSTMENT	\$17.95
<b>RECEIVABLES "SETUP" AND POSTING</b> <ul style="list-style-type: none"> <li>..... <i>Receivable "Set-up"</i></li> <li>•... Access Billing System and create Bill rendered report</li> <li>•... Send Bill Rendered report to VERIZON (Setup)</li> </ul>	.50 hr	REPORT	\$17.95
<ul style="list-style-type: none"> <li>..... <i>Payment Posting</i></li> <li>•... Receive payment details from VERIZON</li> <li>•... Access Billing System/input payment details</li> <li>•... Determine prior months balances</li> <li>•... Validate payment report</li> <li>•... Verify payment posted on bill prior to release</li> </ul>	.25 hr	PAYMENT	\$8.97

<b>BILLING TABLE INPUT AND MAINTENANCE</b> <i>..... Initial One-Time activities or Multiple inputs</i> <ul style="list-style-type: none"> <li>• ... Receive IXC Profile data; Name/Address/Contact</li> <li>• ... Receive Tariff and Late Payment Penalty rates from VERIZON</li> <li>• ... Confirm current NPA/NXX and MPB %'s with VERIZON</li> <li>• ... Access Billing System/input profile, NPA,NXX &amp; MPB %'s, Tariff and Late Payment Penalty Rates</li> <li>• ... Validate profile and table data</li> </ul>		<p>TO BE NEGOTIATED AT THAT TIME</p>	
<i>..... Maintenance or Single inputs</i> <ul style="list-style-type: none"> <li>• ... Receive "new/changed" IXC Profile data; Name/Address/Contact</li> <li>• ... Receive "new/changed" Tariff and Late Payment rates from VERIZON</li> <li>• ... Confirm "new/changed" NPA/NXX and MPB %'s with VERIZON</li> <li>• ... Access Billing System/input "new/changed" data</li> <li>• ... Validate profile and table data</li> </ul>	<p>Profile .50 hr</p> <p>All Oth. .25 hr</p>	<p>VERIZONN</p> <p>NPA/NXX TARIFF RATE</p>	<p>No Charge</p> <p>\$8.97</p>
<b>MESSAGE PROCESSING/BILL CREATION/MAILING</b>		<p>MSG</p>	<p>TIER RATE SCHE- DULE</p>

DOES NOT INCLUDE ANY COSTS RELATED TO PRE-BILL CERTIFICATION

## Rate Elements Under Meet Point Billing

Interstate Access - Terminating to or originating from AT&T Customers

Rate Element	Billing Company
Carrier Common Line	AT&T
Local Switching	AT&T
Interconnection Charge	AT&T
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage
Tandem Switching	VERIZON
Local Transport Termination/ Tandem Switched Transport Fixed	VERIZON
Entrance Facility	VERIZON
800 Database Query	Party that performs query

## Intrastate Access - Terminating to or originating from AT&T Customers

Rate Element	Billing Company
Carrier Common Line	AT&T
Local Switching	AT&T
Interconnection Charge	AT&T
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage
Tandem Switching	VERIZON
Local Transport Termination/ Tandem Switched Transport Fixed	VERIZON
Entrance Facility	VERIZON
800 Database Query	Party that performs query

## Billing Process for Variable-Rated Information Services Calls

VERIZON offers the following billing process for AT&T and VERIZON to jointly ensure that the AT&T Customers making calls to the information services provider programs on the VERIZON platform are billed at correct rates, and that the information services providers they call are reimbursed for the use of their services. Prior to establishing working interconnection to the variable-rated services, AT&T must complete acceptance testing with VERIZON for the billing process as described below. Where AT&T does not establish a billing arrangement, AT&T agrees that its Customers will not be able to complete calls to variable-rated Information Service providers on the VERIZON platform, regardless of whether the Customers are served by AT&T switching facilities, or by Unbundled Network Element(s) purchased by AT&T.

"Information Mass Announcement Service" ("IMAS") is unique to the New York Metropolitan LATA (132), and is not offered elsewhere in New York State or in any other state. The billing process described below does not apply to IMAS traffic, which is not a variable-rated Information Service.

### Information Provider Services Billing Process

#### A. Usage Processing

- 1a. AT&T, using its own facilities, records originating call detail and delivers Information Services Traffic to VERIZON over a dedicated IP trunk. VERIZON makes terminating recordings. Using the called number, AT&T identifies the call as a variable-rated IP call. AT&T sends the call detail record to VERIZON in unrated EMI format.

VERIZON rates correctly-formatted messages at the price set by the information services provider, and bills AT&T for the full value of the call less the Information Service Billing Fee ("IP B&C Fee") stated in Part IV. Incorrectly formatted records are not rated and no IP B&C Fee is applied. Rated messages are returned to AT&T in rated EMI format. At AT&T's option, AT&T may elect to receive from VERIZON the call detail that will allow AT&T to rate the calls. When AT&T rates the calls, it will not be charged by VERIZON for rating.

-or-

- 1b. AT&T, using VERIZON Unbundled Network Elements for Local Switching, receives originating call detail from VERIZON in rated EMI format. Using the called number, AT&T identifies the call as a variable-rated IP call. AT&T sends the call detail record to VERIZON in unrated EMI format.

VERIZON rates correctly-formatted messages at the price set by the information services provider, and bills AT&T for the full value of the call less the Information Service Billing Fee ("IP B&C Fee") stated in Part IV. Incorrectly formatted records are not rated and no IP B&C Fee is applied. Rated messages are returned to AT&T in rated EMI format.

2. Error messages will be returned in either unrated or rated EMI format, depending on the nature of the error. Appropriate indicators in the record will define the error.

"Killer" calls, i.e. calls where the originating end user has disconnected within a Tariff-specified time limit in order to avoid charges, are returned with a special locally defined indicator. An Information Services Provider B&C Fee as set forth in Part IV is credited to AT&T for these calls, although there are no charges billable to the AT&T Customer.

3. AT&T bills its Customer for the full value of the call as shown in the rated EMI record, calculates and collects appropriate state and local taxes.
4. VERIZON uses the rated message to calculate the payment due the information services provider, and remits that amount to the information services provider. The information services provider is charged for "killer" calls according to Tariff regulations.

#### **B. Adjustments**

1. Using the called number, AT&T identifies the call as a variable-rated IP call and sends a rated adjustment EMI format record to VERIZON.
2. AT&T must provide the following information when requesting an adjustment from VERIZON for information service provider call made by one of AT&T's Customers:
  - originating line number
  - the dialed IP subscriber number
  - the amount to be adjusted, not including tax
  - message date
  - connect time
  - conversation time
3. VERIZON will follow its policy of allowing two (2) adjustments per line per year on eligible information service provider calls. Once two adjustments have been made for an originating end user line number, no further adjustments will be made to AT&T's account.

#### **C. Acceptance Testing**

1. Acceptance testing between VERIZON and AT&T will demonstrate that both Parties are ready to deliver, process and receive usage and billing data as required, and that each has a Single Point of Contact ("SPOC") available to the other.
2. AT&T will provide a sufficient volume of unrated usage data for testing various call scenarios, formatted and delivered to reflect the anticipated production environment.
3. VERIZON will examine, process, and edit such data to produce a return data set of rated records, for delivery to AT&T.
4. AT&T will receive and process the VERIZON data.
5. Both Parties will communicate and resolve testing issues until they mutually agree that each is able to format, deliver, receive and process data at an acceptable standard.









"Kelleher, Brian M - LGA" <bkelleher@att.com> on 04/02/2001 03:10:39 PM

To: MICHAEL A. DALY/EMPL/VA/Bell-Atl@VZNotes, CHRISTOS T.  
ANTONIOU@GCO,  
LESLIE M. BANKS/EMPL/VA/Bell-Atl@VZNotes

cc:  
Subject: NY OSS

4/2/01

MIKE, CHRIS & LESLIE,

AT&T will agree to use the Schedule 11 language for NY OSS.  
Attached is a copy of where we believe we are with this Schedule. Let's  
talk tomorrow.

BRIAN

<<nyoss040301.doc>>

(See attached file: nyoss040301.doc)

## **SCHEDULE 11**

### **ACCESS TO OPERATIONS SUPPORT SYSTEMS**

#### **1.0 Definitions**

As used in this Schedule 11, the following terms shall have the meanings stated below:

1.1 "Verizon Operations Support Systems" or "Verizon OSS" means Verizon interfaces for access to pre-ordering, ordering/provisioning, maintenance and repair, and billing generally available to all CLECs.

1.2 "Verizon OSS Services" means access to Verizon Operations Support Systems functions of Pre-Ordering, Ordering/Provisioning, Maintenance and Repair, and Billing. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of Customer Usage Detail Information to AT&T pursuant to this Agreement; and, (b) "Verizon OSS Information", as defined in Section 1.3 below.

1.3 "Verizon OSS Information" means any information accessed by, or disclosed or provided to, AT&T 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 an AT&T Customer accessed by, or disclosed or provided to, AT&T through or as a part of Verizon OSS Services; and, (b) any AT&T Customer Usage Detail Information (as defined in Section 1 of the General Terms and Conditions) accessed by, or disclosed or provided to, AT&T.

#### **2.0 General Conditions**

2.1 This Schedule 11 sets forth the terms and conditions under which Verizon will provide electronic access to the following Verizon Operations Support Systems and Verizon OSS Services. Verizon will provide such access to AT&T through the interfaces listed below or any other generally available Verizon OSS interfaces (e.g., Web GUI) for pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with guidelines published by Verizon and which are consistent with the Change Management Process described below.

<b>Interface</b>	<b>Function</b>
CORBA	Pre-order
EDI	Ordering, Provisioning
EBI	Maintenance & Repair
Connect:Direct	Billing

2.2 AT&T agrees to access the Verizon OSS and utilize Verizon OSS Services, only for the purposes of establishing and maintaining resale services, UNEs, UNE Combinations, number portability, and Interconnection services (hereinafter "the Services") provided to AT&T by Verizon. Except as may be mutually agreed to by the Parties in writing, AT&T agrees that such use will comply with the security requirements of Verizon.

2.3 By accessing customer service records pursuant to this Schedule, AT&T represents and warrants that it has obtained any customer authorization or approval (written, verbal or electronic) required by Applicable Law in order to receive such information. AT&T shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC regulations thereunder) and in accordance with Section 18.3.

2.4 Verizon will provide AT&T with access to Verizon OSS in accordance with Verizon's published availability schedule, subject to changes to such schedule made in accordance with the Change Management Process.

2.5 Each Party shall provide designated contacts for technical issues related to this Schedule. Verizon shall also publish or otherwise provide to AT&T toll-free nationwide telephone numbers (and applicable hours of operation) which will be answered by capable staff trained to answer questions and resolve technical problems related to this Schedule or other matters associated with the provision of Verizon OSS Services.

2.6 Verizon and AT&T ~~may, [AT&T wants "shall, upon written request of a Party] upon mutual agreement~~ jointly establish interface contingency plans for access to Verizon OSS.

2.7 The Parties agree that the Change Management Process as established between Verizon and participating CLECs, as may be amended from time to time, will be used to manage changes to Verizon OSS interfaces. For purposes of this Schedule, "Change Management Process" means the documented process that Verizon and CLECs follow to facilitate communication about Verizon OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a developmental view, release announcements, comments and reply cycles, new entrant and new release testing processes and regularly scheduled change management meetings. ~~[AT&T seeks to add "If, pursuant to the Change Management Process, Verizon ceases to provide any functionality, feature or other capability that AT&T wishes to continue to obtain from Verizon, upon AT&T's request Verizon shall negotiate in good faith and on a timely basis with AT&T to offer such functionality, feature or other capability to AT&T at a separate price and on separate terms and conditions."]~~

2.8 Notwithstanding any other provision of this Agreement, if any provision contained in this Schedule 11 (and/or Section 11.6 of this Agreement) conflicts with any term or condition of the Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferee, Memorandum Opinion and Order, Appendix D, CC Docket No.

98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Conditions") or otherwise would require Verizon, prior to the time period contained in the Merger Conditions or in a manner inconsistent with the Merger Conditions, to implement any Verizon OSS process, interface, or business rule, including but not limited to the Change Management Process, or any Verizon OSS Services as those terms are defined in this Agreement, the term or condition contained in the Merger Conditions shall prevail. If any provision contained in this Schedule 11 (and/or Section 11.6 of this Agreement) and any provision of the agreement entered into by Verizon and others (including AT&T) on August 20, 1999 (in settlement of *MCI Worldcom, Inc. and AT&T Corp. v. Bell Atlantic Corp.*, FCC File No. EAD-99-0003), as may be amended from time to time, and any collaborative proceedings or arbitrated decisions arising from that settlement agreement ("Settlement Agreement") cannot be reasonably construed or interpreted to avoid conflict, the terms of the Settlement Agreement shall prevail. Conflicts among this Schedule 11 (and/or Section 11.6 of this Agreement), the Settlement Agreement, and the Merger Conditions 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 Settlement Agreement; (b) the Merger Conditions; and (c) this Schedule 11 (and/or Section 11.6 of this Agreement).

2.9 In ordering Services, AT&T and Verizon will utilize standard industry order formats and data elements developed by the Alliance for Telecommunications Industry Solutions (ATIS), including without limitation the Ordering and Billing Forum (OBF); provided, however, Verizon shall not be required to implement a version of an industry standard or may modify its use of such industry standards subject to notice in accordance with the Change Management Process **[AT&T wants to add "as it may be amended from time to time"]**. Verizon may also modify its use of such industry standards (i) in order to be consistent with the terms of the Settlement Agreement; or (ii) consistent with any collaborative proceedings pursuant to the Merger Conditions. Furthermore, industry standards do not currently exist for the ordering of all Services. Therefore, until such standard industry order formats and data elements are developed by the OBF for a particular Service, AT&T and Verizon will use the Change Management Process to agree on a format or data elements to be used to address the specific data requirements necessary for the ordering of those Services. When an OBF standard or format is subsequently adopted, the Parties will use such standard or format in lieu of any other standard or format, unless, pursuant to the Change Management Process, there is agreement to continue to use a non-OBF standard or format. **Nothing in this Section 2.9 shall require Verizon to implement an industry standard prior to the time period required by the Merger Conditions or in a manner inconsistent with the Merger Conditions. [AT&T does NOT agree with this sentence.]** Verizon reserves the right to establish non-standard Verizon OSS interfaces if required by law, regulation or collaborative proceeding.

3. **Pre-Order [AT&T proposed language: VZ says not needed; same for sections 4, 5 & 6 below]**

**[AT&T seeks a Verizon proposal for addressing these OSS details which AT&T believes should be included in the Interconnection Agreement]**

**3.1 Verizon will provide real time, electronic access to pre-order functions to support AT&T's ordering of the Services via the electronic interfaces described herein. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. Verizon will make the following real time pre-order functions available to AT&T:**

**3.1.1 Features and services available at a valid service address including the appropriate published directory to which the Customer is assigned;**

**3.1.2 Access to customer service records (CSRs) for Verizon retail or resale end users. CSRs will be made available in a parsed format (i.e., a format that provides the CSR data to AT&T in pre-defined data fields). AT&T agrees to comply with the conditions as described in Section 1.3 of this Schedule 11.2.9.9;**

**3.1.3 Telephone number assignment and confirmation;**

**3.1.4 Service availability dates to the end user;**

**3.1.5 Information regarding whether dispatch is required and available installation appointments;**

**3.1.6 Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll;**

**3.1.7 Service address verification.**

**3.1.8 Loop qualification information, including but not limited to loop length, bridged taps, repeaters, and load coils and shall apply only to AT&T orders for unbundled loops or loop combinations.**

**3.1.9 AT&T Channel Facility Assignment information detailing whether or not a facility pair that AT&T assigns for a collocation cage is busy or already assigned and in use as shown in Verizon's records.**

#### **4. Ordering/Provisioning**

**4.1 Verizon will provide access to ordering and statusing functions to support AT&T provisioning of the Services via the Interfaces. To order the Services, AT&T will format the service request to identify what features, services, or elements it wishes Verizon to provision in accordance with mutually agreeable ordering requirements.**



**4.1.1 AT&T may submit, and Verizon will accept, orders for Combinations or for multiple individual Unbundled Network Elements on a single service request. In no event shall AT&T be required to submit separate service requests for each individual Unbundled Network Element in any Combination.**

**4.2 Verizon shall provide all provisioning services to AT&T during the same business hours that Verizon provisions services for its end user customers. If AT&T requests that Verizon perform provisioning services at times or on days other than as required in the preceding sentence, Verizon shall provide AT&T a quote for such services consistent with the provisions set forth in Exhibit A (Pricing Schedule) of this Agreement.**

**4.3 Upon request from AT&T, and consistent with the provisions of Section \_\_\_\_ (Coordinated Efforts - Intercept/Referral ) Verizon will provide an intercept referral message for any order for Services which includes any new AT&T telephone number. Directory listings for any new AT&T telephone number will be provided consistent with provisions in Section \_\_\_\_ (Ancillary Services – Directory Listings and Directory Distribution).**

**4.4 Verizon will provide AT&T with a Firm Order Confirmation (FOC) in compliance with the provisions of Schedule 26.0 (Performance Standards, Measurements and Remedies).**

**4.5 When AT&T electronically orders the Services, Verizon shall provide notification electronically of any instances when (1) Verizon's Committed Due Dates are in jeopardy of not being met by Verizon on any service or (2) an order contains Rejections/Errors in any of the data element(s) fields. Such notice will be made as soon as the jeopardy or reject is identified.**

**4.6 At AT&T's request, Verizon will perform co-operative testing with AT&T (including trouble shooting to isolate any problems) to test any Services purchased by AT&T in order to identify any performance problems identified at turn-up of the Services.**

**4.7 When ordering any Services, AT&T's representatives will have real-time electronic access to Verizon customer information systems which will allow the AT&T representative to perform the same tasks that Verizon can perform when Verizon places orders for its retail customers.**

**4.8 Where Verizon provides installation on behalf of AT&T, Verizon shall advise the AT&T Customer to notify AT&T immediately if the AT&T Customer requests a service change at the time of installation.**

**4.9 When an order for service is completed by Verizon, an electronic notification will be provide by Verizon that will have detailed parsed information that confirms the features and services that have been provisioned for AT&T. This parsed information will be provided in pre-defined data fields. The completion will**

be provided in compliance with the provisions of Schedule 26.0 (Performance Standards, Measurements and Remedies).

**5. Maintenance**

**5.1** Verizon shall provide maintenance, testing and surveillance for all Services purchased by AT&T, and shall provide a real-time electronic interface to permit AT&T to place orders for maintenance, testing and surveillance. Performance measurements, standards and associated remedies shall be as set forth in Schedule 26.0 (Performance Standards, Measurements and Remedies).

**5.2** In the event Verizon misses a scheduled repair appointment on behalf of AT&T, Verizon will notify AT&T within one (1) hour of the missed appointment, either by use of the EBI interface or by telephone.

**5.3** Verizon shall provide repair services to AT&T Customers that are equal in quality to that which it provides to its own retail customers. Trouble calls from AT&T shall receive response time priority that is at least equal in quality to that of Verizon retail customers and shall be handled on a "first come first served" basis regardless of whether the customer is an AT&T customer or a Verizon customer.

**5.4** Verizon shall provide AT&T with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Services provided to AT&T under this Agreement that it currently provides for the maintenance of its own network. Verizon shall provide AT&T at least ten (10) business days advance notice of any scheduled maintenance activity which may impact AT&T customers. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed and estimated number of work hours for completion.

**5.5** Verizon shall advise AT&T of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Verizon on any Services, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact AT&T Customers. Verizon shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Verizon shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise AT&T promptly of any such actions it takes.

5.6 Verizon shall provide AT&T with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) procedures for prompt notification via EBI to AT&T of the existence, location, and source of any emergency network outage potentially affecting an AT&T Customer; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Services; (iii) methods and procedures to provide AT&T with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) methods and procedures for reprovisioning of all Services after initial restoration; (v) equal priority, as between AT&T Customers and Verizon customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and up-dated as needed.

5.7 Verizon and AT&T shall establish mutually acceptable methods and procedures for referring callers to the 800/8YY number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair.

5.8 Maintenance progress reports and status of repair efforts shall be available to AT&T through EBI. Before implementation of EBI, Verizon shall provide progress reports and status of repair efforts to AT&T via an 800/8YY number supplied by Verizon.

5.9 Maintenance charges for premises visits by Verizon technicians shall be billed by AT&T to its Customer, and not by Verizon. Verizon technicians providing services to AT&T Customers will abide by the Branding provisions found in Section \_\_\_\_.

## 6.0 Billing

6.1 Connectivity Billing and Recording shall comply with the provisions in Section \_\_\_\_ and Schedule 5.6 of this Agreement.

## 7.0 Access to and Use of Verizon OSS

7.1 Verizon OSS may be accessed and used by AT&T only to the extent necessary for AT&T's access to and use of Verizon OSS Services pursuant to the Agreement.

7.2 AT&T shall restrict access to and use of Verizon OSS to AT&T. This Schedule 11 does not grant to AT&T any right or license to grant sublicenses to other persons, or permission to other persons (except AT&T's employees, agents and contractors, in accordance with Section 3.6 below), to access or use Verizon OSS.

7.3 AT&T shall not (a) alter, modify or damage the Verizon OSS (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS, or (c) obtain access through Verizon OSS to Verizon databases, facilities, equipment, software, or systems, which are not offered for AT&T's use under this Schedule 11.

7.4 Except as may be otherwise mutually agreed to by the Parties in writing, AT&T shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

7.5 All practices and procedures for access to and use of Verizon OSS, and all access and user identification codes for Verizon OSS: (a) shall remain the property of Verizon; (b) shall be used by AT&T only in connection with AT&T's use of Verizon OSS permitted by this Schedule 11; (c) shall be treated by AT&T as Confidential Information of Verizon pursuant to subsection 28.5 of the Agreement; and, (d) shall be destroyed or returned by AT&T to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.

7.6 AT&T's employees, agents and contractors may access and use Verizon OSS only to the extent necessary for AT&T's access to and use of the Verizon OSS permitted by this Agreement. Any access to or use of Verizon OSS by AT&T's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 28.5 thereof and Section 7.5 of this Schedule 11.

#### 8.0 Verizon OSS Information

8.1 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Schedule 11, AT&T shall acquire no rights in or to any Verizon OSS Information.

8.2 The provisions of this Section 8.2 shall apply to all Verizon OSS Information, except (a) AT&T Customer Usage Detail Information, (b) CPNI of AT&T, and (c) CPNI of a Verizon Customer or a AT&T Customer, to the extent the Customer has authorized AT&T to use the Customer Information.

8.2.1 AT&T's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for AT&T's access to, and use and disclosure of, Verizon OSS Information permitted by this Schedule 11. Any access to, or use or disclosure of, Verizon OSS Information by AT&T's employees,

agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 28.5 of the Agreement.

8.2.2 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 11 (including, but not limited to, Section 22 of the Agreement and Section 9.1 following), AT&T's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement. All Verizon OSS Information received by AT&T shall be destroyed or returned by AT&T to Verizon, upon expiration, suspension or termination of this Agreement.

#### 9.0 Liabilities and Remedies

9.1 Any breach by AT&T, or AT&T's employees, agents or contractors, of the provisions of Sections 7 or 8 above shall be deemed a material breach of the Agreement. In addition, if AT&T or an employee, agent or contractor of AT&T at any time breaches a provision of Sections 7 or 8 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to AT&T, to suspend access to Verizon OSS and the provision of Verizon OSS Services, in whole or in part.

9.2 AT&T agrees that Verizon may be irreparably injured by a breach of Sections 7 or 8 above by AT&T or the employees, agents or contractors of AT&T, 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.

#### 10.0 Relation to Applicable Law

The provisions of Sections 7, 8 and 9 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

#### 11.0 Verizon Access to Information Related to AT&T Customers

11.1 Verizon shall have the right to access, use and disclose information related to AT&T Customers that is in Verizon's possession to the extent such access, use and/or

disclosure has been authorized by the AT&T Customer in the manner required by Applicable Law.

**11.2 Upon request by Verizon, AT&T shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to AT&T'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 AT&T Customers (as authorized by the applicable AT&T 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. [AT&T does NOT agree with this clause.]**

#### 12.0 Application-to-Application Interface Testing for Ordering/Provisioning

12.1 The Parties shall conduct application-to-application interface testing prior to AT&T's initial live access to Verizon OSS. Additionally, the Parties may agree to conduct application-to-application interface testing to test new releases of Verizon OSS software. Any application-to-application interface testing shall be pursuant to Verizon CLEC Test Environment (CTE) guidelines published by Verizon consistent with the Change Management Process. Application-to-application interface testing will allow for the testing of the systems, interfaces, and processes for the Ordering and Provisioning functions. If AT&T wishes to conduct Friendlies-type application-to-application testing, the Parties shall negotiate a separate test agreement that addresses the terms and conditions applicable to such testing.

12.2 Notwithstanding any other provision of this Agreement, AT&T shall not send any orders into production until such time that AT&T has successfully completed testing in the Verizon CTE in New York except as otherwise mutually agreed to by the Parties. AT&T agrees that it will only send orders into production containing features, services and/or elements for which it has successfully completed testing in New York in the Verizon CLEC Test Environment except as otherwise mutually agreed to by the Parties.

12.3 Prior to initial access to Verizon OSS, AT&T will complete applicable user education classes, as offered by Verizon, for Verizon-provided interfaces. Such user education classes will be available in accordance with rates published by Verizon.

12.4 AT&T agrees that personnel from other competitive Local Service Providers may be scheduled into any class. Class availability is first-come, first served.

12.5 Class dates will be in accordance with Verizon's published schedule. Special classes may be arranged as mutually agreed to by the Parties.

12.6 AT&T agrees that AT&T personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other Verizon system are strictly prohibited.

12.7 Nothing in this Section 8 shall require Verizon to offer non-scheduled user education classes to AT&T except as may be mutually agreed to by the Parties or as otherwise generally offered to other CLECs.

13.0 Prices/Rates

13.1 AT&T will pay Verizon for access to the Verizon OSS according to the prices set forth in Exhibit A (Pricing Schedule) of this Agreement or as otherwise determined by the Commission.

14.0 Local Account Maintenance [AT&T seeks to add; VZ says see Settlement Agreement referenced in Section 2.8 above]

14.1 In addition to the Local Account Maintenance requirements resulting from the Settlement Agreement described in section 2.8 above, when Verizon is notified by an intraLATA toll or interLATA (or international, where applicable) carrier using a Transaction Code (TC) "01" PIC order record that an AT&T Local Services Customer has changed its intraLATA or interLATA (or international, where applicable) PIC, Verizon shall reject the order and notify the intraLATA toll or interLATA (or international, where applicable) carrier that a CARE PIC record should be sent to AT&T. Verizon shall notify the intraLATA toll or interLATA (or international, where applicable) carrier by creating a '3148' (for Resold Service or UNE-P orders) or a '3150' (for orders where the number has been ported) reject transaction record, and shall populate the AT&T-provided AT&T Operating Company Code on the reject record sent to the intraLATA toll or interLATA (or international, where applicable) carrier. In response, the intraLATA toll or interLATA (or international, where applicable) provider will redirect the TC01 order to AT&T for processing of the PIC change.





80000 SERIES  
10% P.C.W.



"Kelleher, Brian M - LGA" <bkelleher@att.com> on 04/08/2001 04:47:42 PM

To: LESLIE M. BANKS/EMPL/VA/Bell-Atl@VZNotes

cc:

Subject: FW: LINE SHARING & LINE SPLITTING IN NY

4/8/01

LESLIE,

Inadvertently gave you Mike's middle initial "a".

BRIAN

> -----Original Message-----

> From: Kelleher, Brian M - LGA

> Sent: Sunday, April 08, 2001 4:36 PM

> To: 'michael.a.daly@verizon.com';

'christos.t.antoniou@verizon.com';

> 'leslie.a.banks@verizon.com'

> Subject: LINE SHARING & LINE SPLITTING IN NY

> Importance: High

>

>

> 4/8/01

> MIKE, CHRIS, LESLIE,

>

> Attached is an updated Line Sharing & Line Splitting section  
> of the contract that we are proposing for New York. This is intended  
> to  
> update the language that we previously sent to each of you on March  
> 19th.

>

BRIAN

>

>

>

>

> <<LSLSNY040801.doc>>

(See attached file: LSLSNY040801.doc)

1.1.1 To the extent required by Applicable Law, Verizon shall provide Line Sharing to AT&T for AT&T's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must be compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched retail local service to the retail customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology attached to the loop by AT&T must not result in proven and significant degradation of local voice service provided by Verizon over the same loop.

1.1.1.1 Verizon shall make Line Sharing available to AT&T at the rates set forth in Exhibit A. These rates and/or rate structures shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect as a result of a proceeding before the Commission. If, as a result of any such proceeding, the Commission should approve (or otherwise allow to go into effect) permanent rates and/or rate structures different than those shown in Exhibit A, all such approved or effective permanent rates and/or rate structures shall supercede those shown in Exhibit A. The permanent rates shall be effective retroactively to the Effective Date. The Parties shall true-up any amounts previously invoiced as if the permanent rates had been in effect as of that date. Each Party shall invoice the other for any amounts due to it as a result of such true-up, and all such invoices shall be paid in accordance with the Billing and Payment provisions of this Agreement.

1.1.1.2 The following ordering procedures shall apply to Line Sharing and Line Splitting:

(i) To determine whether a loop facility qualifies for Line Sharing or Line Splitting, the Loop must first be prequalified (unless it has been previously prequalified as described in the terms applicable to Digital Designed Loops) to determine if it is xDSL compatible. AT&T must utilize, at its option, the Engineering Query or the mechanized or the manual Loop qualification processes, each of which is described in the terms applicable to Digital Designed Loops, as referenced in paragraph (v) below, to make this determination, provided that the same qualification procedure is required of all other parties engaged in Line Sharing or Line Splitting with Verizon, including any affiliate of Verizon. Should Verizon subsequently offer any other loop qualification procedures or methods to any other party engaged in Line Sharing or Line Splitting with Verizon, then Verizon shall make those same procedures available to AT&T for use at its option. When AT&T engages in Line Splitting, it may elect not to perform loop qualification and Verizon shall not reject AT&T order for the reason that loop qualification was not performed. When AT&T opts not to perform loop qualification on a loop employed in Line Splitting, Verizon shall not be held responsible

for service performance in the High Frequency Spectrum unless and until the loop is qualified according to then current Verizon loop qualification procedures. To the extent AT&T performs loop qualification for Line Splitting, the same procedures applicable to Line Sharing shall apply

(ii) AT&T shall place orders for Line Sharing or Line Splitting by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

(iii) If the Loop (for Line Sharing) or the loop UNE (for Line Splitting) has been prequalified or is prequalified by AT&T through the Loop prequalification database, and if a positive response is received and followed by receipt of AT&T's valid, accurate and pre-qualified service order, Verizon will return a FOC within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops, unless a shorter interval is ordered by the Commission. The same standards shall apply to loop employed in line splitting, regardless of whether or not a loop qualification was performed.

(iv) If the loop facility requires qualification manually or through an Engineering Query, the time periods as described in the terms applicable to Digital Designed Loops shall apply before a FOC can be returned following receipt of AT&T's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.

(v) If conditioning is required to make a loop facility capable of supporting Line Sharing or if AT&T elects to condition a loop for Line Splitting, and AT&T orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; provided, however, that Verizon shall not be obligated to provide conditioning for loop facilities employed in Line Sharing if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's retail customers over such Loops. If Verizon makes such a determination then it shall **[VZ to advise what it plans to do]**

(vi) The standard Loop or UNE loop provisioning and installation process, as applicable, will be initiated after any requested engineering and conditioning tasks have been completed. The standard provisioning and installation process will be immediately initiated where no conditioning is requested. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are governed by the terms pertaining to Digital Designed Loops. The provisioning interval for the loops, whether employed for Line Sharing or Line Splitting arrangement initially shall be the standard of the lesser of three (3) days or parity (with

Verizon's separate data affiliate) for 2W ADSL Loops or such other loop that is the subject of Line Sharing. In no event shall the interval applied to AT&T, whether for Line Sharing or Line Splitting arrangements, be longer than the interval applied to any affiliate of Verizon. When delivery of the loop facilities requires pair swaps or line and station transfers in order to free up appropriate facilities will have a provisioning interval of not less than six (6) business days, but in no event shall such provisioning be longer than the interval applied to any affiliate of Verizon.

(vii) AT&T must provide all required Collocation, CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard Collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement; provided, however, that unless otherwise required by Applicable law, the collocation interval for augments to existing collocations cages is forty-five (45) days.

(viii) AT&T will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts, which shall be non-binding, are in addition to projections provided for other stand-alone unbundled Loop types. No separate forecasting requirement shall be imposed on AT&T for loops employed in Line Splitting configurations.

1.1.1.3 To the extent required by Applicable Law, AT&T shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Unless stated otherwise, this information will be conveyed by the NC/NCI information on the order. Where any proposed change in technology is planned on a loop employed in Line Sharing or Line Splitting that may result in the transmissions exceeding characteristics permissible under the PSD implicit in the NC/NCI previously communicated, AT&T will provide this information to Verizon so that Verizon may (1) update loop facility records, (2) anticipate effects that the change may have on the local service Verizon may be providing in a Line Sharing arrangement, and (3) analyze potential spectrum interference implication for loop facilities in the same or adjacent binder groups. As described more fully in Bell Atlantic Technical Reference 72575, the xDSL technology used by AT&T for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. The foregoing notwithstanding, AT&T's deployment of services in the high frequency portion of the loop shall be subject only to the limitations of applicable rules and regulations of the FCC.

1.1.1.4 AT&T may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established physical or virtual Collocation arrangement at the same Verizon Serving Wire Center from which Verizon

provides retail local service over the loop. AT&T is responsible for providing a splitter, for Line Sharing and Line Splitting that complies with ANSI specification T1.413 (or successor specifications) that satisfies the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon affiliate. Such splitters, at AT&T's choice, may be deployed in common collocation space or within collocation space owned or shared by AT&T. AT&T is also responsible for providing the equipment necessary to support services in the high frequency portion, including any CPE necessary to support the services intends to deliver using the high frequency portion of the loop (such equipment includes, without limitation, CPE splitters filters and/or other equipment as may be necessary). . When engaging in Line Sharing, AT&T must designate which splitter option it is choosing on the Collocation application or augment. **[VZ to clarify if it proposes that this must occur every time a configuration is ordered]** Splitter arrangements must be installed before AT&T submits an order for Line Sharing or Line Sharing.

AT&T will have the following options for testing loop facilities whether employed in Line Sharing or Line splitting:

**1.1.1.4.1** When the splitter is deployed within AT&T collocation space, AT&T may conduct its own physical tests of the loop facility from AT&T's collocation area to the customer premises. If it chooses to do so, AT&T may supply and install a test head to facilitate such physical tests, provided that: (i) the test head satisfies the same NEBS requirements applicable to other collocated equipment as provided in FCC rules; and (ii) the test head does not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the AT&T-provided test equipment may not interrupt an in-progress voice connection in the low frequency spectrum and must automatically restore any circuits tested in intervals comparable **[VZ to clarify how this is determined, and what happens if AT&T doesn't do this]** to MLT. This optional AT&T-provided test head would be installed between the "line" **[VZ to clarify what this means. The high Frequency Output port?]** port of the splitter and the POT bay in order to conduct remote physical tests of the shared loop.

**1.1.1.4.2** When AT&T opts to deploy the splitter in common collocation space, either Verizon or a Verizon-approved vendor selected by AT&T may install a AT&T-provided test head to enable AT&T to conduct remote physical tests of the loop facility connecting to the customer premises. This optional AT&T-provided test head may be installed at a point between the "line" **[Same VZ clarification sought here as in 1.1.1.4.1 above]** port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own testing of the loop facility. The AT&T-provided test head must satisfy the same NEBS otherwise applicable to collocated equipment under FCC rules, and may not interrupt the local voice service in the low frequency spectrum to any greater degree than a conventional MLT test. Specifically, the AT&T-provided test equipment may not interrupt an in-progress voice connection in the low frequency spectrum and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the AT&T-provided test head, and will direct all required activity. **[VZ to clarify what this last sentence encompasses]**

Regardless of where the splitter is deployed, if Verizon has installed its own test head, Verizon will conduct tests of the loop facility using a Verizon-provided test head, and, upon request, will provide these test results to AT&T, at no cost, during normal trouble isolation procedures in accordance with reasonable procedures.

**1.1.1.4.3** In the case of both Line Sharing and Line Splitting, Verizon will make MLT access available to AT&T via RETAS after the service order has been completed. Such access shall permit AT&T to test both the high frequency portion and low frequency portion of the Loop. AT&T will utilize the circuit number to initiate a test. **[VZ to clarify source of the circuit number. Isn't MLT TN-based?]**

**1.1.1.4.4** The Parties will continue to work cooperatively on testing procedures. To this end, in situations where AT&T has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the loop facility, Verizon and AT&T will each dispatch a technician to an agreed-upon point at the Main Distribution Frame (or in exceptional cases to an agreed upon site in the field) to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that AT&T should reasonably have been able to isolate and diagnose through one of the testing options available to AT&T above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests. **[VZ to clarify how the dispatch and meet is coordinated.]**

**1.1.1.5** Verizon and AT&T each have a joint responsibility to educate its retail customer, as applicable under Line Sharing and Line Splitting, regarding which party should be called when problems with service offerings. Verizon will retain primary responsibility for receipt of voice band trouble tickets, including repairing analog voice grade services, including the physical line between the demarcation point at the Customer premise and the AT&T collocation when Line Sharing occurs. For Line Splitting, Verizon will be responsible for maintaining and repairing all unbundled elements provided to AT&T and for assuring they operate in an integrated combination. When Line Splitting AT&T will have primary responsibility for receipt of all trouble tickets from the retail customer and will be responsible for maintaining and repairing services it offers in the high frequency portion. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a loop facility that may cause a disruption of retail service of the other party, the initiating Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and AT&T will work together to address Customer initiated repair requests and to prevent adverse impacts to the retail customer.

**1.1.1.5.1** When Verizon provides Inside Wire maintenance services to the retail customer, Verizon will only be responsible for testing and repairing the Inside Wire as provided in the service agreement with the retail customer. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with services AT&T may provide in the high frequency portion of a shared loop unless requested by the retail customer and such work is

encompassed in the Verizon-provided Inside Wire maintenance services. Verizon will not repair any CPE equipment provided by AT&T. Before AT&T submits a trouble ticket to Verizon, AT&T will make a good faith effort to determine whether the retail customer is experiencing a trouble that has its source in services provided by AT&T.

**1.1.1.5.2** In the case of a trouble reported by the retail customer for local voice service provided by Verizon in a Line Sharing arrangement, if Verizon determines the reported trouble arises from services provided by AT&T in the high frequency portion of the shared loop, Verizon will:

- a) Notify AT&T and request that AT&T test its service configuration.
- b) If the Verizon service in the low frequency portion of the shared loop is so degraded that the retail customer cannot originate or receive POTS calls, and AT&T has not tested its services in the high frequency portion of the loop within a commercially reasonable time frame, Verizon may take undertake steps to temporarily restore the retail service Verizon provides in the low frequency portion of the loop. by removing the appropriate splitter card, if the splitter is located in common collocation space. A Trouble Isolation Charge (TIC) will apply unless the splitter card removal does not substantially improve the service quality in the low frequency portion of the loop. If the splitter removal does not result in a material improvement in the quality of service in the low frequency portion of the loop, the splitter will immediately be re-inserted and no TIC applies. For splitters deployed in AT&T collocation, Verizon may request that AT&T disable its services in the high frequency portion of the shared loop. Upon disabling of the service by AT&T, Verizon will immediately report if the degradation of the service in the low frequency portion was resolved by the action. If the degradation is not resolved then AT&T may re-establish service at it own discretion.

If interruption of the services in the high frequency portion resolves the degradation of servie in the low frequency portion of the shared loop, upon notification from AT&T that the malfunction in AT&T's service has been cleared, Verizon will promptly restore the splitter on the retail customer's Loop whenever AT&T has deployed the splitter in common collocation space.

- c) Verizon shall not be liable for damages of any kind for temporary disruptions to AT&T's service that are the result of the above steps taken in good faith to restore the end user's service in the low frequency portion of the loop, and the indemnification provisions set forth in Section \_\_\_\_ shall control in such instances.

**1.1.1.6** Notwithstanding the above, where POT bays are not required by Verizon, the Parties shall negotiate mutually agreeable terms and conditions, including test access, compatible with the terms and conditions herein.



#### 1.1.1.7 Line Splitting OSS Procedures

Verizon shall establish an ordering and pre-ordering procedures for line splitting employing the UNE-P platform that will deliver parity of support when such support is compared to that Verizon delivers when line sharing either with its own retail operations, an affiliate of Verizon or non-affiliate of Verizon. Unless specifically provided below or otherwise agreed to by AT&T, ordering and pre-ordering procedures shall be the same with respect to operational procedures and interfaces utilized for a UNE-P configuration, without service in the high frequency spectrum of the loop as compared to a UNE-P configuration where line splitting occurs:

1. If connections to collocation must be established or modified, AT&T or its agent will provide CFA information appropriate to making such connections or modifications.
2. To the extent that AT&T requires additional information in order to submit an order to establish line splitting, such as information that the loop is capable of supporting service in the high frequency spectrum of the loop, then Verizon will make that information necessary to make such a determination available through the same pre-ordering interface as currently employed for UNE-P orders that do not involve line splitting.
3. AT&T may request and Verizon shall migrate a UNE Platform combination (not currently having service in the high frequency spectrum) provided by Verizon to a Line Splitting arrangement. AT&T or its authorized agent, shall make all cross-connections within its collocation and Verizon will be responsible for connecting the loop outside plant to the CFA specified by AT&T or its agent. Likewise, Verizon shall connect the identified CFA of the low frequency spectrum output of the splitter to the unbundled local switching element to the CFA specified by AT&T or its agent.
4. Verizon shall make available a preliminary implementation of OSS for Line Splitting no later than June 17, 2001 which will allow AT&T to provide service in the high frequency portion of a loop employed in a UNE-P configuration.
5. when provisioning line splitting for AT&T, Verizon will assure that no greater numbers of cross-connections are required than it employs for line sharing arrangement in the same office and where the splitter used for line sharing is deployed in a comparable collocation arrangement.

Adding services in the high frequency portion to a pre-existing UNE-P configuration shall have no adverse impact on such Customer's existing UNE-P service. More specifically, unless the order submitted specifies a change, the provisioning procedure employed by Verizon shall not result in the loss of the Customer's working telephone number (unless a change of number is requested), the currently operating loop (unless AT&T determines that it will not support services in the high frequency spectrum), 911 access or listings, LIDB information, activated features on

the switch, directory listings or directory assistance database listings. The only exception is that a service interruption for POTS may occur but shall not exceed that which occurs when Verizon reconfigures one of its own POTS lines to a Line Sharing configuration. Verizon's failure to meet this standard in any month, will result in a material breach of this Agreement for which AT&T shall be entitled to pursue all remedies at law and in equity subject only to the limitation of liability provisions of this Agreement.

Verizon shall establish maintenance and repair procedures for line splitting employing the UNE-P platform that will deliver parity of support when such support is compared to that Verizon delivers when line sharing either with its own retail operations, an affiliate of Verizon or non-affiliate of Verizon. Unless specifically provided below or otherwise agreed to by AT&T, maintenance and repair procedures shall be the same with respect to operational procedures and interfaces utilized for a UNE-P configuration, without service in the high frequency spectrum of the loop as compared to a UNE-P configuration where line splitting occurs:

1. Verizon agrees to employ the same service baselining procedures as it utilizes for the voice portion of line sharing arrangement and will make the results of that baselining available to AT&T.
2. Verizon further agrees that to the extent it must deploy additional test access to assure parity of maintenance support, that the deployment of such capabilities will be at Verizon's expense and shall not result in interruption or degradation of active service unless agreed to in advance by AT&T

Independent of any other tracking obligation established in this interconnection agreement or by the Commission, Verizon agrees to track its performance, when supporting AT&T line splitting, and provide the performance result for the following metrics on a monthly basis and in comparison to the performance results where Verizon is line sharing and (a) its retail operation is providing service in the loop high frequency spectrum, (b) an affiliate of Verizon is providing service in the loop high frequency spectrum, and (c) a non-affiliated entity is providing service in the loop high frequency spectrum:

1. Retail customer voice service interruption interval when service in the HFS is added to lines with operating voice service, separately reported for configurations where the splitter is in common collocation and where the splitter is in CLEC collocation.
2. Trouble report rate for the voice service within X days of adding service in the HFS.
3. Trouble report rate
4. Mean time to repair
5. Repeat trouble reports within 30 days

6. % of initially confirmed due dates met.
7. Average FOC interval
8. Average provisioning interval
9. Any other metrics approved by the Commission

Verizon shall establish wholesale billing procedures and deliver usage records for line splitting employing the UNE-P platform that will deliver parity of support when such support is compared to that Verizon delivers when line sharing either with its own retail operations, an affiliate of Verizon or non-affiliate of Verizon. Unless specifically provided below or otherwise agreed to by AT&T, wholesale billing and usage records procedures shall be the same with respect to operational procedures and interfaces utilized for a UNE-P configuration, without service in the high frequency spectrum of the loop as compared to a UNE-P configuration where line splitting occurs. More specifically, but without limitation, all usage records and invoicing for UNEs provided by Verizon in support of line splitting shall conform to agreements established for UNE-P.

Verizon also agrees to provide the following support and permit the operational activities than may be required in order to operationalize line splitting:

1. If AT&T seeks to provide UNE-P service to a retail customer and line sharing is occurring on the line and the carrier providing service in the high frequency spectrum of the loop has an agreement to provide line splitting in conjunction with AT&T, then Verizon will not require physical modification to the service configuration, and will identify AT&T as the owner of all unbundled elements utilized by accepting a single order than institutes the billing change on a prospective basis. AT&T will not be liable for any charges for the configurations except those generated as a result of processing the order and using the element on a prospective basis.
2. Verizon will not require that AT&T connect the unbundled loop element and the unbundled local switching element in collocation, except in those instances where the splitter necessary to separate the low and high frequency spectra is located in AT&T collocation.
3. Verizon will permit collocation-to-collocation connections between AT&T and other collocation space, regardless of the owning company, providing only that the two collocation sites will be in the same Verizon Central Office building. AT&T shall have the choice of Verizon providing the cross-connecting facility or providing and installing the facility itself. Such cross-connecting facilities may either be copper or fiber, at AT&T's choice, and Verizon shall not require the use of equipment or additional cross-connection points between the two collocation

locations except those that may be necessary to assure proper operation of the connection.

4. Verizon will not oppose or otherwise restrict AT&T's collocation of equipment that perform packet switching or contains packet switching as one function of multi-function equipment, provided only that the equipment conforms to the minimum NEBS safety standards applicable to other equipment that may be collocation

At AT&T's option and upon the later of 30 days notice to Verizon or 90 days of introduction within any portion of its operating territory in New York, Verizon shall provide the same functionality and operational support as is agreed to between the parties in the collaborative session occurring in New York for the purposes of line sharing and line splitting implementation.



80000 SERIES  
30% P.C.W.



"Cederqvist, Fredrik, NCAM" <fcederqvist@att.com> on 04/18/2001 08:56:27 AM

To: "Kelleher, Brian M, LGA" <bkelleher@att.com>, "Keating, Barbara L, LGA" <keatingb@att.com>, "Vaarsi, Mart, LGA" <vaarsi@att.com>, "Stoddart, Lori B, NCAM" <lstoddart@att.com>, "Shanley, Danielle, LGA" <dshanley@att.com>, "michael.a.daly@vewrizon.com" <michael.a.daly@vewrizon.com>, CHRISTOS T. ANTONIOU@GCO, LESLIE M. BANKS/EMPL/VA/Bell-Atl@VZNotes, "Loux, George R (Ridge), LGA" <rloux@att.com>, "Talbot, David L (Dave), NCAM" <dtalbot@att.com>  
cc: MICHAEL A. DALY/EMPL/VA/Bell-Atl@VZNotes  
Subject: RE: Conference Call Confirmation. tm

Folks:

To be discussed on today's call, attached is AT&T's proposed Section 4.

Fredrik

<<VZ Section 4 Draft 041701.doc>>

> -----Original Message-----

> From: Kelleher, Brian M, LGA  
> Sent: Wednesday, April 18, 2001 8:34 AM  
> To: Keating, Barbara L, LGA; Cederqvist, Fredrik, NCAM; Vaarsi, Mart, LGA; Stoddart, Lori B, NCAM; Shanley, Danielle, LGA;  
> 'michael.a.daly@vewrizon.com'; 'christos.t.antoniou@verizon.com';  
> 'leslie.m.banks@verizon.com'  
> Cc: 'michael.a.daly@verizon.com'  
> Subject: RE: Conference Call Confirmation. tm  
> Importance: High

> 4/18/01

> FOLKS,

> NOTE THAT WE START AT 10:15 AM. WE COULD NOT GET A BRIDGE  
> BEGINNING AT 10:00 AM.

> BRIAN

> -----Original Message-----

> From: Keating, Barbara L - LGA  
> Sent: Wednesday, April 18, 2001 8:27 AM  
> To: Cederqvist, Fredrik - NCAM; Vaarsi, Mart - LGA; Stoddart, Lori B - NCAM; Shanley, Danielle - LGA; 'michael.a.daly@vewrizon.com';

> 'christos.t.antoniou@verizon.com'; 'leslie.m.banks@verizon.com'

> Cc: Kelleher, Brian M - LGA

> Subject: Conference Call Confirmation. tm

>

> << File: Conference Call Confirmation.htm >>

>

>

>

>

> <https://www.teleconference.att.com/servlet/conference?process=0&page=new>

> co

> nfirm&confid=0

>

>

> Conference call as indicated above.

>

> B. Keating

> for Brian Kelleher

>

>

(See attached file: VZ Section 4 Draft 041701.doc)



#### **4.0 Interconnection Pursuant To Section 251(c)(2)**

The types of Traffic to be exchanged under this Agreement shall be Local Traffic, IntraLATA Toll (and InterLATA Toll, as applicable) Traffic, Transit Traffic, Meet Point Billing Traffic, and Ancillary Traffic (collectively, "Interconnection Traffic"). Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to this Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established in accordance with Sections 4.2 and 4.3 below.

#### **4.1 Scope**

4.1.1 Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups:

Traffic Exchange Trunks for the transmission and routing of terminating Local Traffic, Transit Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) (hereinafter, "8YY") traffic, IntraLATA Toll Traffic, and, as set forth in Subsection 4.2.8 below, InterLATA Toll Traffic between their respective Telephone Exchange Service Customers pursuant to Section 251(c)(2) of the Act, in accordance with Section 5 below;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, between a Party's Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a the other Party's Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6 below;

Untranslated 8YY Access Toll Connecting Trunks for the transmission and routing of untranslated 8YY traffic from AT&T Telephone Exchange Service Customers to a single VERIZON access Tandem as designated by Verizon for translation in accordance with Section 6 below;

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 7 below;

911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7 below;

Other types of trunk groups may be used by the Parties as provided in other Sections of this Agreement or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks).

4.1.2 Points of Interconnection ("POI"). Verizon shall permit AT&T to interconnect at any technically feasible point on Verizon's network, including, without limitation, tandems, end offices, outside plant and customer premises. The point where the Parties interconnect shall be called a Point of Interconnection ("POI"). The POIs on AT&T's network from which AT&T will provide transport and termination of traffic shall be designated as Verizon POIs. The POIs on the Verizon network from which Verizon will provide transport and termination of traffic to its customers shall be designated as the AT&T POIs. Such POIs shall be used by AT&T to (1) deliver Interconnection Traffic originating on AT&T's network to the Verizon and (2) to exchange Transit Traffic and Meet Point Billing Traffic. AT&T will establish at least one POI within a LATA in which AT&T offers local exchange service, and, at AT&T's discretion, will establish multiple POIs within a LATA. Verizon shall interconnect to the AT&T network (i.e., establish a POI) for the delivery of traffic originating on the Verizon network at such points mutually agreed to between the Parties or, lacking mutual agreement, at each respective AT&T Switch serving the terminating end user. **[ISSUE ATT-19]**

4.1.3 Financial Responsibility. Each Party will be responsible (including financial responsibility) for providing all of the facilities and engineering its network on its respective side of each POI. Each Party will shall compensate the terminating Party for the transport and termination that is used to carry traffic between the POI and the terminating end user Customer through the payment of Reciprocal Compensation under the terms of Section 5.7. Transport between the POI and a distant switch serving the terminating end user Customer shall be either Dedicated Transport or Common Transport. In the event that AT&T elects to offer service within a LATA using a switch location in another LATA, AT&T agrees to provide transport for both Party's traffic between the remote AT&T switch and a point (i.e., a facility point of presence) within the LATA in which AT&T offers service. Such facility point of presence shall be deemed to be an AT&T Switch Center for the purposes of this Section 4. **[ISSUE ATT-19]**

4.1.4 Transition to New Arrangements. The Parties will convert all existing interconnection arrangements and trunks to the interconnection arrangements described in this Agreement in accordance with the following:

4.1.4.1 Upon the Effective Date of the Agreement, if either Party is providing interconnection facilities and/or transport to the terminating Party as described in this Section 4 and for which the terminating Party was not paying compensation under the arrangement between the Parties in effect on the Effective Date of the Agreement, then the providing Party may immediately assess, and the terminating Party shall pay, prospectively, the charges for such interconnection facilities and transport, as applicable.

4.1.4.2 If either Party determines that interconnection implemented under the arrangement between the Parties in effect on the Effective Date of this Agreement does not comport with interconnection arrangement set forth in this Section 4, then such Party may request that the existing interconnection arrangement be converted to the interconnection arrangement set forth in this Section 4.1.4.2. To assure that any such conversion is reasonable, such conversions will be implemented in accordance with the following guidelines.

4.1.4.2.1 Within forty five (45) days of a request by either Party to convert the existing interconnection arrangement, the Parties will mutually develop a transition plan for each LATA based on the terms of this Agreement, that will specify: (1) each Party's POIs; (2) to the extent known at that time, each Party's plans for deploying new interconnection facilities (e.g., build or lease); (3) the existing interconnection arrangements that will be grandfathered, if any; (4) the applicable grandfather period for each such arrangement; (5) the sequence and timeframes for the balance of the existing arrangements to be converted to the new interconnection arrangement; and (6) any special ordering and implementation procedures to be used for such conversions.

4.1.4.2.2 If the Parties have deployed two-way interconnection trunk groups (exclusive of exchange access trunks on which the Parties may have combined traffic) under the arrangement in effect on the Effective Date of this Agreement, then at AT&T's request: (1) the existing two-way trunk groups will be immediately capped (*i.e.*, no longer augmented); (2) the Parties will establish and augment new one-way trunk groups for traffic growth; (3) with respect to end-office trunk groups, one-way groups shall be designated primary-high, and two-way end-office trunk groups shall be designated intermediate-high; (4) with respect to tandem trunk groups, one-way groups shall be designated direct or alternate final and two-way groups shall be designated alternate final or intermediate high; both as designated by AT&T; and (5) notwithstanding the one-year limit set forth in Section 4.1.4.3, on the date requested by AT&T, the two-way groups will be discontinued and the affected traffic will be routed via the one-way trunk groups.

4.1.4.2.3 The Party requesting transition to a new interconnection arrangement under Section 4.1.4.2.1 shall pay any applicable non-recurring charges to the other Party for any trunks that are to be converted from the existing interconnection arrangements to the interconnection arrangements described in this Agreement.

4.1.4.3 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of a request under Section 4.1.4.2 of this Agreement.

4.1.4.4 If, following one (1) year of a request under Section 4.1.4.2 of this Agreement, there exists any interconnection trunks which (1) are not grandfathered pursuant to Section 4.1.4 of this Agreement and (2) have not been converted to the interconnection arrangements described in this Agreement, then either Party may elect to initiate an Alternative Dispute Resolution proceeding, in accordance with the process set forth in Section \_\_\_ of this Agreement, to require the other Party to complete such conversion. **ISSUE ATR-21**

4.1.5 The Parties shall configure separate interconnection trunk groups (as described in Subsection 4.1.1 above) for Traffic Exchange Trunks from AT&T to VERIZON, and for traffic from VERIZON to AT&T, respectively; however, the trunk groups shall be equipped as two-way trunks for testing purposes. This Section 4.1.5 does not apply to Meet Point Trunks.

## **4.2 Interconnection Methods**

4.2.1 AT&T, in its sole discretion, may specify one or more of the following methods to interconnect with the Verizon:

- (a) AT&T's use of a Collocation facility, pursuant to the terms in Section 13.
- (b) Third party facilities in which AT&T utilizes the facilities provided by the source other than itself or Verizon. Such arrangements include AT&T's use of a Collocation facility established separately by a third party with whom AT&T has contracted for such purposes. AT&T shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of it facilities.
- (c) Exchange Access Dedicated Transport (i.e., entrance facilities) provided by Verizon at the rates, terms and conditions set forth in the Verizon exchange access tariff and consistent with Applicable Law.
- (d) Intra-building Interconnection in which both Parties have a presence within a building (e.g., commercial building that is not a telephone central office or a telephone central office condominium arrangement) utilizing intra-building cable.
- (e) AT&T's use of Dedicated Transport pursuant to Part II, Section 2.9.5.2.
- (f) Where Verizon's billing systems support the billing of Local Traffic over Feature Group D trunks carrying Switched Exchange Access Service

[AT&T agrees to the preceding language if accompanied by a side agreement that VZ will provide FGD in throughout the former Bell Atlantic Serving Areas], AT&T may combine originating Local and IntraLATA Toll Traffic with Switched Exchange Access Service traffic on Feature Group D trunks it obtains from Verizon. AT&T shall report to Verizon the factors necessary for proper billing of such combined traffic. Such reporting requirements are provided in 5.6 of this Agreement.

- (g) Mid-Span Fiber Meet [NY: pursuant to mutual agreement in accordance with Section 4.3].

[(g)(1) – (g)(5) below deleted for NY]

(1) The Parties shall provision any Mid-Span Fiber Meet by initially allocating the use of the facilities equally, with half the facility channels allotted to the use of AT&T, and half of the facility channels allotted to the use of Verizon. Neither Party shall take any action that is likely to impair or interfere with the other Party's use of its allotted facilities.

(2) If AT&T elects to interconnect with Verizon through a Mid-Span Fiber Meet arrangement, such arrangement shall utilize SONET protocol and provide the Parties multiple DS-3 interfaces or mutually agreed upon OC-n interfaces. In the event a Mid-Span Fiber Meet arrangement is utilized, unless the Parties agree otherwise, each Party agrees to bear all expenses associated with the purchase of appropriate equipment, materials, or services necessary to install and maintain such arrangement on its side of the fiber splice. The reasonably incurred construction costs for a Mid-Span Fiber Meet established pursuant this Section will be shared equally (*i.e.* 50:50) between the Parties, unless otherwise agreed in writing. No other charges shall apply to either Party's use of its allotted facilities over such Mid-Span Fiber Meet arrangement for the term of the Agreement. Augments to the Mid-Span Fiber Meet shall be mutually agreed to by the Parties in writing. Either Party may purchase transport capacity on the Mid-Span Fiber Meet arrangement allotted to the other Party when the other Party has spare capacity. Spare capacity shall mean an existing unused DS3 facility between the Mid-Span Fiber Meet fiber optic terminals that the providing Party does not plan to use within the next twelve months immediately following the request for spare capacity. A Party must respond to a request for spare capacity from the other Party within ten (10) business days notifying the other Party whether the spare capacity exists. If spare capacity is available, the providing Party shall provision the spare capacity within thirty (30) business days from the date of the request if no significant equipment hardware and/or software additions or changes are required. If significant hardware and/or software additions or changes are required, the providing Party shall provision the spare capacity within a commercially reasonable

time frame using commercially reasonable efforts to minimize the amount of time required to effectuate such required additions or changes, but in no event later than one hundred twenty (120) business days from the date of the request. After provisioning of the spare capacity is completed, the Party receiving the spare capacity may place orders for services using that spare capacity. Once orders are submitted by the Party receiving the spare capacity, the standard provisioning intervals will apply based on the types of services requested, provided that all necessary facilities beyond the Mid-Span Fiber Meet fiber optic terminals are available. The rate charged by one Party to the other Party for such spare capacity shall be no more than the rates set forth in Exhibit A (Pricing Schedule) for UNE-Dedicated Transport.

(3) The originating Party is responsible for transporting its traffic from the cross-connection device (*e.g.*, DS-X or LG-X panel) serving the terminating Party's terminating electronics for the Mid-Span Fiber Meet to the POI that is applicable to the traffic which is being terminated. The originating Party shall provide or cause to be provided any transport needed to deliver its traffic to any such POI that is not within the same serving wire center as the Mid-Span Fiber Meet terminal equipment. The Parties will utilize one of the interconnection methods set forth in this Section 4 for any such additional transport.

(4) In establishing a Mid-Span Fiber Meet arrangement and associated interconnection trunking, or an augment to such an arrangement the Parties agree to work together on routing, determining the appropriate facility system size (*i.e.*, OC-n) based on the most recent traffic forecasts, equipment selection, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement and associated interconnection trunking ("Implementation Provisions"). The Implementation Provisions shall be agreed to by the Parties in writing at the initial implementation meeting. If, despite the Parties good faith efforts, the Parties cannot agree on material terms relating to the Implementation Provisions, the dispute resolution provisions of Section 16 (General Terms and Conditions) of this Agreement shall apply. Unless otherwise mutually agreed, in order to delay the Mid-Span activation date required under this Section either Party must be granted a stay of the timeframe by the Commission. The activation date for a Mid-Span Fiber Meet arrangement or an augment to such arrangement, shall be established as follows: (i) the Mid-Span Fiber Meet facilities shall be activated within 120 days from the initial implementation meeting which shall be held within 10 business days of the receipt by Verizon of AT&T's complete and accurate response to the Verizon Mid-Span Fiber Meet questionnaire and (ii) the provisioning for the DS3 facilities and the trunk groups up to 10 new trunk groups or 1440 switched trunks, within 60 business days

after the Mid-Span Meet facility system is activated. Intervals for quantities of trunks greater than the specified limits shall be negotiated by the Parties. The timeframes specified in this section are contingent upon AT&T's completing its milestones agreed to at the initial implementation meeting on time. If AT&T obtains dark fiber from a third party for its portion of the fiber optic cable, AT&T shall use reasonable efforts to ensure that the third-party provider does not unreasonably delay Verizon's efforts to complete the interconnection by the deadline. Any Mid-Span Fiber Meet arrangement where the fiber splice location will be located at a third-party premises is expressly conditioned on the Parties having sufficient fiber optic cable capacity at the requested location to meet such request, each Party having unrestricted 24-hour access to the requested location, and on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

(5) Unless the Parties otherwise mutually agree, the SONET data control channel will be disabled.]

- (h) VERIZON will make available to AT&T any other method that [the Parties agree] is a technically feasible method of interconnection. [If acceptable to VZ, AT&T offers the bracketed language as a compromise from its original language.]

4.2.2 Verizon may specify one or more of the following methods to interconnect with the AT&T network, subject to the terms herein:

(a) Space License - AT&T, at its sole discretion, may permit Verizon to utilize space and power in AT&T facilities specified by AT&T solely for the purpose of terminating Interconnection Traffic, Transit Traffic and Meet Point Traffic. The terms and conditions of such arrangement shall be pursuant to Appendix A to Attachment 2 (Space License) of this Agreement. Notwithstanding AT&T's sole discretion to permit Verizon to utilize space and power in AT&T facilities, if Verizon is providing to AT&T an exchange access entrance facility to a certain AT&T Switch Center and the terminating equipment used to provide such exchange access entrance facility has spare capacity, then Verizon may, at its discretion, use the spare capacity of such equipment to establish transport facilities for the purpose of terminating Interconnection Traffic, Transit Traffic and Meet point Traffic under the terms, conditions and prices set forth in Appendix A of Attachment 2 (Space License) of this Agreement.

(b) Dedicated Transport provided by AT&T - Such leased facilities shall be provided, where available at the rates, terms, and conditions set forth in this Agreement or AT&T tariff. Dedicated Transport shall be

considered available based on AT&T's projected need for the requested capacity over the term requested by Verizon.

(c) Third party facilities – Where Verizon utilizes the facilities provided by a source other than itself or AT&T. Verizon shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

(d) Intra-building Interconnection – Subject to mutual agreement of the Parties, where both Parties have a presence within a building (e.g., a commercial building that is not a telephone central office or a telephone central office condominium arrangement) utilizing an intra-building cable.

(e) Mid-Span Fiber Meet [NY: pursuant to mutual agreement in accordance with Section 4.3]. [VA: – Interconnection of each Party's fiber cable at a location to which the Parties have mutually agreed. Such arrangements, when at the request of the Verizon, are subject to the mutual agreement of the Parties. Unless otherwise mutually agreed, each Party shall bear its own costs to install and operate the facilities on its side of the fiber optic splice connection.

(1) The Parties will work cooperatively in the selection of compatible transmission equipment.

(2) Unless the Parties otherwise mutually agree, the SONET data control channel will be disabled.]

#### **4.3 Mid-Span Fiber Meets [NY ONLY]**

4.3.1 In addition to the foregoing methods of Interconnection, the Parties may agree, at either Party's request at any time, to establish (i) a Mid-Span Fiber Meet arrangement in accordance with the terms of this Subsection 4.3 that utilizes transmission facilities or (ii) a SONET backbone with an electrical interface at the DS-3 level where and on the same terms VERIZON offers such SONET services to other carriers.

4.3.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augmentation, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties' having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements may not be restricted for a reasonable period.



4.3.3 AT&T and VERIZON shall work cooperatively to install and maintain a reliable network as agreed pursuant to Section 4.4.2.

4.3.4 AT&T and VERIZON shall exchange appropriate information (e.g., maintenance contact numbers, information related to the jointly constructed network configuration, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.3.5 AT&T and VERIZON shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion.

#### **4.4 [4.3 in VA] Interconnection in Additional LATAs**

4.4.1 If AT&T 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, AT&T shall provide written notice to VERIZON of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.4.2 The notice provided in subsection 4.4.1 shall include (a) the initial Rating Point AT&T has designated in the new LATA; (b) AT&T's intended Interconnection activation date and (c) a forecast of AT&T's trunking requirements. Within ten (10) business days of VERIZON's receipt of AT&T's notice provided for in subsection 4.4.1, VERIZON and AT&T shall confirm each Party's POI(s) and the Interconnection activation date for the new LATA.

4.4.3 Unless otherwise agreed to by the Parties, and except as provided in this Section 4, the Interconnection activation date in a new LATA shall not be earlier than sixty (60) days, and not later than one hundred twenty (120) days after receipt by VERIZON of all complete and accurate trunk orders and routing information.



MUEER-FAX  
80000 SERIES  
30% P.C.W.



"Kelleher,Brian M - LGA" <bkelleher@att.com> on 04/20/2001 05:35:26 PM

To: MICHAEL A. DALY/EMPLVA/Bell-Atl@VZNotes, CHRISTOS T.  
ANTONIOU@GCO,  
LESLIE M. BANKS/EMPLVA/Bell-Atl@VZNotes  
cc:  
Subject: SUBLOOPS -- NY

4/20/01  
MIKE, CHRIS & LESLIE,

Recent developments dictate that we update language for the subloops section of the NY Interconnection Agreement. This language, which is attached below, is intended to modify and supplement the draft contract language for subloops that is included with the Petition filed by AT&T, TCG and ACC with the NYPSC on January 19, 2001.

For ease of review by each of you and your subject matter experts, we have provided yellow-highlighting in those sections of the attached document where we have included either significant modifications or supplements to the subloop language filed with our January 19, 2001 Petition.

BRIAN

<<attsubloops042001.doc>>

(See attached file: attsubloops042001.doc)

## 2.9.1b Sub-Loop

2.9.1b.1 The Subloop network element, as set forth in FCC Rule 51.319, is defined as any portion of the transmission path, owned or controlled by Verizon, between two access terminals located anywhere between the Central Office distributing frame and the demarcation point at the customer premises, inclusive.

2.9.1b.2 An accessible terminal is any point on a transmission path, dedicated to a customer (or customers) of AT&T where technicians can access the facility without removing a splice case to reach the facility. Access terminals may be located at technically feasible points including but not limited to those:

- (a) at, near, or on the customer premises, such as the pole or pedestal, the NID, the cross-connect block, a building terminal, or the minimum point of entry to the customer premises (MPOE).
- (b) at the Feeder Distribution Interface or Serving Area Interface (FDI/SAI), the point in the Verizon outside plant where the feeder facility cross-connects to the distribution facility. The FDI/SAI might be located in the utility room, in a remote terminal, or in a controlled environment vault (CEV).
- (c) at a distribution frame in the incumbent's central office.

2.9.1b.3 Intra-Premises Wiring for Multi-Tenant Environments (MTEs) or Commercial Properties (a.k.a. Subloop Inside Wire) is defined as all facilities owned or controlled by Verizon on private property from the point where the facility crosses the property line to the point of demarcation as defined in 47 C.F.R. Sec. 68.3.

## 2.9.1b.4 Subloop Element - Functionality and General Requirements

2.9.1b.4.1 Subloop Element includes but is not limited to the following functionality:

- (a) Loop Concentration/Multiplexing Functionality
- (b) Loop Feeder
- (c) Loop Distribution
- (d) Intra-Premises Wiring

## 2.9.1b.4.2 Subloop Element - General Requirements

2.9.1b.4.2.1 At its option, AT&T may purchase from Verizon on an unbundled basis the entire Loop and NID in combination, or any Subloop element (i.e., Loop Feeder, Loop Concentration/Multiplexing Functionality, Loop Distribution, and

intra-premises wiring), or any combination of subloop elements ordinarily combined in the Verizon network. Any combined subloop elements shall not be separated unless so directed by AT&T. The BFR Process shall not apply to the purchase of Subloop elements. Except as stated in 2.9.1b.16.7, Subloop elements shall be available to AT&T through the standard ordering process.

2.9.1b.4.2.2 Verizon shall provide all subloop elements or subloop element combinations to AT&T in good working order such that they are capable of supporting transmission of at least the same quality as when the same or similar configuration is employed by Verizon within its own network. To the extent a subloop element does not perform to this standard, Verizon will perform all necessary work, at its own cost, to bring the subloop element into conformance. During the period when a subloop element fails to meet this standard, AT&T will not be held responsible for any payments to Verizon for its use.

2.9.1b.4.2.3 AT&T may connect to any subloop element at any technically feasible point and Verizon will not in any manner restrict or delay access to such technically feasible points. AT&T may access the Intra-Premise Wiring at any technically feasible point including, but not limited to the NID, the MPOE, the Single Point of Interconnection (SPOI), the pedestal or the pole. AT&T shall have the option to perform all work, including but not limited to lifting and re-terminating of cross-connection or cross-connecting new terminations at accessible terminals used for subloop access. No supervision or oversight of any kind by Verizon personnel shall be required but Verizon may monitor the work, at its own expense, provided Verizon does not delay or otherwise interfere with the work being performed by AT&T or its duly authorized agent(s).

2.9.1b.4.2.4 When AT&T requests connection at the Verizon FDI/SAI, AT&T will identify the size and type of cable that it seeks to terminate in the Verizon FDI/SAI location. AT&T at its option, will terminate the facility or request that the Verizon terminate the facility on the existing accessible terminal capacity identified by Verizon. If termination capacity is not available at the time requested by AT&T, AT&T may cancel its order without incurring any charge, or AT&T may extend the due date of the order to permit Verizon to expand the terminal capacity at the identified FDI/SAI. Upon AT&T's request to expand the terminal capacity, Verizon must complete all such expansion work within 30 business days.

2.9.1b.4.2.5 AT&T may, at its discretion, opt to construct an adjacent structure to connect to the subloop element and Verizon will facilitate interconnecting the existing Verizon structure and the structure deployed by AT&T including but not limited to permitting AT&T to make the necessary physical connections to the Verizon terminals. Verizon will not oppose or otherwise impede reasonable requests involving placement of AT&T facilities or equipment within the right-of-way Verizon occupies. Unless AT&T or its duly authorized agent elects to make the connections, Verizon must implement all necessary interconnections between its terminals and any adjacent AT&T structures no later than \_\_\_ days from the date of an interconnection request from the AT&T.

## 2.9.1b.5 Loop Concentration/Multiplexing Functionality

2.9.1b.5.1 Loop Concentration/Multiplexing Functionality will be provided by Verizon deploying equipment at each end of the subloop conductor that operates in a manner to accomplish one or more of the following:

- (i) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);
- (ii) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);
- (iii) aggregates a specified number of signals or channels to fewer channels (concentrating);
- (iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and
- (v) in some instances performs electrical to optical (E/O) conversions.

2.9.1b.5.2 This functionality includes the connecting facilities from the physical location of the equipment providing the loop concentration/multiplexing functionality and the physical location of the accessible terminals on the distribution side of the functionality outside the central office as well as the connecting facility from the physical location of the equipment providing the functionality in the Central Office and accessible terminal used by AT&T in the Central Office.

2.9.1b.5.3 Equipment that provides Loop Concentration/Multiplexing Functionality includes Digital Loop Carrier (DLC), regardless of type, channel banks, multiplexers or other equipment that encodes or decodes, multiplexes or demultiplexes, or concentrates communication facilities.

## 2.9.1b.6 Technical Requirements

2.9.1b.6.1 Loop Concentration/Multiplexing Functionality, if deployed, is used to concentrate and or multiplex the distribution media to the feeder media. The media can be copper, coax or fiber. To the extent unbundling involves "concentration," Verizon and AT&T will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities.

2.9.1b.6.2 When Verizon provides Loop Concentration/ Multiplexing Functionality or Loop repeaters, Verizon shall provide power for subloop equipment through a non-interruptible source with battery backup unless otherwise mutually agreed upon by the Parties.

2.9.1b.6.3 Loop Concentration/Multiplexing Functionality shall be provided to AT&T in accordance with industry standard technical references.

2.9.1b.6.4 Loop Concentration/Multiplexing Functionality shall, where technically feasible, continuously monitor protected circuit packs and redundant common equipment.

2.9.1b.6.5 The redundant common equipment shall also automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation where technically feasible.

2.9.1b.6.6 Verizon shall provide AT&T real time performance and alarm data that may affect AT&T's traffic, if and when technically feasible and to partition such data for AT&T where feasible.

2.9.1b.6.7 At AT&T's option, Verizon shall provide AT&T with real time ability to initiate non service affecting tests on the underlying device that provides Loop Concentration/ Multiplexing Functionality.

#### 2.9.1b.7 Interface Requirements

2.9.1b.7.1 Loop Concentration/Multiplexing Functionality shall meet the following interface requirements, as appropriate for the configuration similarly deployed in Verizon's network if provided in response to a specific AT&T request.

2.9.1b.7.2 Loop Concentration/Multiplexing Functionality shall provide either digital 4 or 6-wire - electrical interfaces or optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-N, if the equipment deployed is capable of providing such interfaces at the serving wire center.

2.9.1b.7.3 If technically feasible and deployed in the Verizon network at the requested location, Loop Concentration/Multiplexing Functionality shall provide a DS1 interface that complies with the Telcordia (formerly Bellcore) TR-303 interface specifications to AT&T at the serving wire center.

2.9.1b.7.4 If technically feasible, Loop Concentration/ Multiplexing Functionality shall provide Telcordia (formerly Bellcore) TR-08 modes 1&2 DS1 interfaces when requested by AT&T.

2.9.1b.7.5 All equipment furnished to AT&T by Verizon shall deliver interfaces in accordance with design specifications as deployed in the Verizon network.

#### 2.9.1b.8 Loop Feeder

2.9.1b.8.1 The Loop Feeder provides connectivity between:



- (i) an accessible terminal in the outside plant of Verizon such as the Feeder Distribution Interface or Serving Area Interface (FDI/SAI) or when loop concentration/ multiplexing functionality is provided at the accessible terminal on the feeder side of that equipment; and
- (ii) a mutually agreeable cross-connection point in the Verizon Central Office, typically the point where an appearance of the connecting facility to AT&T collocation is accessible by Verizon.

The Loop Feeder Subloop component can be copper, coax, or fiber and the interface can be any valid level supported by the underlying media. Verizon shall provide AT&T physical access to the accessible terminal outside the central office.

2.9.1b.8.2 The physical medium of the Loop Feeder may be copper twisted pair, coax, or fiber. Verizon shall provide access to Loop Feeder subloops even if Verizon is not currently employing the conductor/facility for its own use such as may occur when spare copper or dark fiber is present. If requested by AT&T, Verizon will identify whether load coil, bridge taps, or any other elements are attached to the copper feeder subloop that may limit the transmission capabilities of the subloop. If requested by AT&T, Verizon will remove such items and AT&T will reimburse Verizon for such work based on time and material rates set forth in Part IV of this Agreement.

#### 2.9.1b.9 Requirements for Loop Feeder

2.9.1b.9.1 If any Loop Feeder Subloop components require power (i.e., repeaters), Verizon shall provide appropriate power for all active components in the Loop Feeder. Verizon will provide appropriate power and battery back up using the same engineering guidelines and practices that are in place for like Verizon equipment.

#### 2.9.1b.10 Additional Requirements for Subloops

2.9.1b.10.1 Verizon shall support functions associated with provisioning, maintenance and testing of the unbundled subloop elements, in a nondiscriminatory manner and demonstrate compliance by monitoring and reporting disaggregated performance results. Verizon will also provide nondiscriminatory access to provisioning, maintenance and testing functions for Network Elements to which Loop Distribution is connected.

#### 2.9.1b.11 Additional Technical Requirements for the Unbundling of DS1 Conditioned Loop Feeder

2.9.1b.11.1 Verizon shall condition the AT&T requested Loop Feeder to transport a DS1 signal.

#### 2.9.1b.12 Additional Technical Requirements for Optical Loop Feeder

2.9.1b.12.1 Verizon shall provide unbundled Loop Feeder in deployed applications in the Verizon network, which will transport DS3, and OCn (where n is defined in the industry standard technical reference). The requirements for such transport are set forth in industry standard technical references.

#### 2.9.1b.13 Accessible Terminal Requirements

2.9.1b.13.1 If AT&T desires access to unbundled Loop Feeder in a Verizon Central Office, the Loop Feeder accessible terminal will be as follows unless mutually agreeable to the parties:

2.9.1b.13.2 Copper twisted pairs shall terminate on a the distribution frame where connecting facilities to the AT&T collocation also terminate or where cross-connection to other AT&T UNEs also terminate;

2.9.1b.13.3 DS1 Loop Feeder shall terminate on a suitably equipped DSX-1 patch panel where connecting facilities to the AT&T collocation or where cross-connection to other AT&T UNEs also terminate;

2.9.1b.13.4 Fiber Optic cable shall terminate on a LGX patch panel where connecting facilities to the AT&T collocation or where cross-connection to other AT&T UNEs also terminate.

2.9.1b.13.5 Depending on the type of Loop Feeder equipment and facilities deployed in the Verizon network at the requested location, the Loop Feeder shall be provisioned in accordance with the relevant and applicable interface requirements set forth in the technical references listed in the industry standard technical reference.

#### 2.9.1b.14 Loop Distribution

2.9.1b.14.1 The Loop Distribution subloop component provides connectivity from the FDI/SAI via distribution media (facility) to the point of demarcation on the customer premises and shall include all facility terminating and cross-connecting devices that may be present at the point of demarcation provided Verizon owns or controls the device(s) and regardless of the specific nomenclature employed when referring to the device;

2.9.1b.14.2 The Loop Distribution subloop may be provided using copper twisted pair, coax cable, or fiber optic cable. Where more than one media is available between two points, the media used shall be the choice of AT&T. If a combination that includes two or more of these media exists, Verizon shall not preclude AT&T from using those facilities. Verizon will provide access to Loop Distribution subloops even if Verizon is not currently employing the conductor/facility for its own use such as when spare copper or dark fiber is present. If requested by AT&T, Verizon will identify whether load coil, bridge taps

or any other elements are attached to the copper distribution subloop that may limit the transmission capabilities of the subloop. If requested by AT&T, Verizon will remove such items and AT&T will reimburse Verizon for such work based on time and material rates set forth in Part IV of this Agreement.

2.9.1b.14.3 In the case of Verizon facilities serving a single unit installation (e.g. a single residence or single business location), distribution facility consists of all such facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI/SAI and can be accessed at any technically feasible point.

2.9.1b.14.4 In the case of Verizon facilities serving Multi Tenant Environments (MTEs), distribution media shall be furnished to AT&T depending on the location at which AT&T intends to interconnect its facilities, as requested by AT&T and described in 2.9.1b.15 below.

2.9.1b.14.5 Verizon will provide Loop Distribution at the appropriate rate levels set forth in Part IV of this Agreement.

2.9.1b.14.6 The Loop Distribution subloop element shall be capable of transmitting any signal(s) that is technically feasible to carry on the particular distribution facility used, and shall support transmission signals with at least the same quality as when the same or similar distribution configuration is employed by Verizon.

#### 2.9.1b.15 Multi-Tenant Environments ( MTEs)

##### 2.9.1b.15.1 Subloop Element Configurations may include;

2.9.1b.15.1.1 Loop Distribution subloops, described in 2.9.1b.14 preceding, may be used when AT&T requires a Verizon owned facility from a terminal block on the customer side of a FDI/SAI up to and including the end user subscriber's point of demarcation within a Multi-Unit Property.

2.9.1b.15.1.2 Intra-Premises Wiring subloops shall be provided when AT&T requires connectivity between and including two technically feasible accessible terminals on a facility located on a single property. Unless otherwise specified, one end of the Intra-Premises Wiring subloop will be the demarcation point where the control of the wiring changes from Verizon to the property owner or customer. The other end of the intra premises wiring subloop shall be at and include a cross connection device(s) at any technically feasible point chosen by AT&T which provides access to customer units at the property. Typically this will be at or in close proximity to the building terminal(s) Verizon would use to cross connect its outside plant to intra premises wiring serving the customer.

2.9.1b.15.2 Intra-Premise wiring may be further divided into vertical and horizontal components which may be accessed by AT&T through technically feasible accessible terminals on wiring owned or controlled by Verizon. Such segments of Intra-Premises Wiring shall be made available for use by AT&T upon request. The lack of configuration specific pricing shall not be cause for Verizon to deny access to the wiring during the negotiation of pricing for such elements. Ordering of such segments shall be, at AT&T's option, performed in a manner consistent with that employed for the Intra-Premises Wiring.

2.9.1b.15.3 Requirements related to charges that AT&T remits to Verizon for Intra-Premises Wiring are described in 2.9.1b.16.7 below.

#### 2.9.1b.16 Requirements

2.9.1b.16.1 AT&T, at its option, may connect to Verizon owned or controlled Intra-Premises Wiring, regardless of whether a Single Point of Interconnection (SPOI) exists or is subsequently established at that premises.

2.9.1b.16.2 AT&T, at its option, may access Intra-premises Wiring owned or controlled by Verizon by:

- a. utilizing existing spare capacity on the Verizon terminating block, even if those terminals are within an enclosure or
- b. installing its own terminal block in the vicinity of the existing Verizon terminal block where the on premises wiring terminates.

2.9.1b.16.3 AT&T's terminal block may be placed within the Verizon enclosure, if applicable, and when space exists within such enclosure.

2.9.1b.16.4 Connectivity between AT&T's terminal block and the Verizon terminal block will be performed in accordance with generally accepted practices, such as using conduit and splicing of pairs to extend wiring between terminal block locations.

2.9.1b.16.5 When AT&T uses Verizon terminals, AT&T shall clearly label the wiring on those terminals as belonging to AT&T. AT&T shall be under no obligation to identify the customer or customer unit being served by the wiring.

2.9.1b.16.6 When Verizon neither owns nor controls the on-premises wiring, but has installed terminal blocks for its own facilities, AT&T may access the building wiring by cross-connecting to building wiring terminals even if the terminals are within an enclosure installed by Verizon. In such case, Verizon will not limit AT&T access nor will it oppose AT&T re-terminating a cross-connection associated with a customer request for service from AT&T, provided the connections are made in a reasonable manner.

2.9.1b.16.7 When AT&T uses only the Intra-Premises Wiring subloop(s) such element(s) need not be ordered on an individual pair basis or ordered in advance of use of the sub-loop element, unless so requested by AT&T. AT&T shall be responsible for inventorying and reporting the pairs used at a particular location on a mutually agreeable periodic basis. Verizon shall use the counts derived from such reports to determine charges due from AT&T and to render billing. No other ordering activities need be initiated by AT&T. AT&T shall not be required to provide any customer specific information as part of such inventory and, unless mutually agreeable to do otherwise, shall be obligated only to report a street address where the Intra-Premises Wiring subloop is used and a count of the Intra-Premises Wiring subloops (i.e., pairs) used at that address during the period covered by the report.

2.9.1b.16.8 Verizon shall be responsible for demonstrating, to AT&T's reasonable satisfaction, within ten (10) business days from the date of the

request, control of the Intra-Premises Wiring subloops. Where control may be unclear or disputed, Verizon will not prevent or in any way delay AT&T's use of the Intra-Premises Wiring to meet an end user request for service. To the extent Verizon demonstrates, after AT&T initiates use of the Intra-Premises Wiring, that the facility employed is controlled by Verizon and, therefore, is a subloop UNE, then AT&T will compensate Verizon for such use, on a retroactive basis from the date of first use.

2.9.1b.16.9 Verizon shall defend, indemnify, and otherwise hold harmless AT&T from any claims by a building owner relating to the use of on-premises wiring, where payments are made by AT&T to Verizon for the use of the Intra-Premises Wiring subloop element for which Verizon asserted control.

2.9.1b.16.10 First Pair Requirement Verizon shall not reserve the intra-premises wiring that is currently connected to line one in the unit wiring of the customer (the first pair) for its own use. The first pair shall be made available to AT&T for its use unless Verizon is concurrently providing voice on those pairs based upon a bona fide request by the customer. Under those conditions, Verizon will offer to AT&T spare cable pairs that are in working order and available to the end user's premises.

#### 2.9.1b.17 Single Point of Interconnection

2.9.1b.17.1 The Single Point of Interconnection (SPOI) is a cross-connect device that provides non-discriminatory access for cross connections to all subloop elements and to all units in an MTE. The SPOI is capable of terminating multiple carriers' outside plant that serve a particular premises.

2.9.1b.17.2 Verizon must, at AT&T request, cooperate in any reconfiguration of the network necessary to construct a SPOI. Verizon shall provide a SPOI at or as close as commercially practicable to the MPOE in the MTE. AT&T's employees and agents shall have direct access to the SPOI without the necessity of coordinating such efforts with Verizon's employees or agents. This obligation is in addition to Verizon's obligation to provide nondiscriminatory access to subloops at any technically feasible point.

2.9.1b.17.3 Verizon shall complete the construction of a SPOI, not more than sixty (60) days from receipt of a request by AT&T to construct a SPOI. Upon completion of the SPOI, Verizon agrees it shall access all customers it serves at that location through pairs terminating at the SPOI.

2.9.1b.17.4 Verizon shall be compensated based on total element long-run incremental cost for constructing any SPOI. The charges for the SPOI shall be recovered from all carriers (including portion used by Verizon), based on the proportional number of pairs accessed through the SPOI.

2.9.1b.17.5 All disputes arising under this provision, including any dispute over how the SPOI at a particular MTE location, shall be resolved according to the Alternative Dispute Resolution process set forth in Section 16, General Terms & Conditions of this Agreement.

2.9.1b.17.6 When a SPOI is established after AT&T begins providing service to a particular location, it shall be at AT&T's option that its pre-existing wiring be re-terminated to the SPOI. AT&T may perform all work or, upon request and subject to applicable time and material charges, Verizon will re-terminate the wiring.

2.9.1b.17.7 When the building owner requests that a SPOI be deployed, which also serves as the demarcation point, and Verizon accommodates the request, Verizon is responsible for providing reasonable and appropriate advance notification to AT&T that such a change will be made.

#### 2.9.1b.18 Demarcation Point

2.9.1b.18.1 Demarcation Point is the point where the control, but not necessarily the ownership of intra-premises wiring changes from the carrier to the building owner or service subscriber.

2.9.1b.18.2 For those locations where AT&T is serving customers, if Verizon is negotiating with the building owner to move the demarcation point in the owner's MDU to the MPOE, Verizon must serve notice of such negotiations to AT&T within five (5) business days from the date the property owner requested that the change be undertaken by Verizon.

2.9.1b.18.3 Upon completion of such negotiations, Verizon shall provide AT&T notice that an agreement has been reached and provide the timeframe for when the demarcation point will be moved to the MPOE.

2.9.1b.18.4 AT&T shall have the option of moving its service to the newly established demarcation point or negotiating with the building owner connecting to the wiring as previously provided. If AT&T chooses not to use the new demarcation point and ownership of the intra-premise wiring changes, Verizon shall leave any pre-existing cross connect devices in place. Verizon shall make the appropriate billing adjustments as of the date a newly established demarcation point is active.

2.9.1b.18.5 When AT&T opts to move its service to the newly established demarcation point and ownership of the intra-premise wiring changes, Verizon shall reduce AT&T's rates accordingly as of the date the new demarcation point is active.

2.9.1b.18.6 AT&T shall have the option of performing any necessary work to accommodate moving its service or requesting Verizon perform such work on its behalf.

2.9.1b.18.7 In those cases where the demarcation point is at the MPOE, but Verizon continues to maintain the intra-premise wiring Verizon agrees to treat AT&T on a non-discriminatory basis with respect to all matters relating to Intra-Premises Wiring subloops, including operations support and charges for such support.

#### 2.9.1b.19 Access to Verizon Records **ISSUE ATT-3A**

2.9.1b.19.1 Verizon shall provide AT&T with access to, and at AT&T's discretion, direction, and expense, copies of, detailed engineering records and drawings of conduit, poles, Verizon cable plat maps, house and riser or intrabuilding cable records, and any other rights-of-way records in selected areas as specified by AT&T within two (2) business days following an AT&T request.

2.9.1b.19.2 These records, maps and drawings shall be the most current and accurate available, and shall be the same records, maps and drawings that Verizon's own engineers, planners, designers and other employees use during their course of business.

2.9.1b.19.3 Verizon shall allow AT&T personnel or its designers to examine such engineering records, maps and drawings at Verizon central offices and Verizon engineering offices on a demand basis.

2.9.1b.19.4 In all instances, such access shall include the ability to take notes and make drawings with references to those records, maps and drawings. AT&T's copies, notes and drawings may include estimates regarding the physical characteristics (such a size and weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of Verizon's poles, ducts, conduits, and rights-of-way for AT&T's intended uses.

2.9.1b.19.5 To the extent any records, maps, and drawings examined by AT&T contain any confidential information of Verizon, AT&T agrees to comply with the confidentiality provisions (Section 18, General Terms & Conditions) of this Agreement.





80000 SERIES  
30% P.C.W.



Subject: DSL OSS, ETC.  
Author: "Kelleher;Brian M - LGA" <SMTP:bkelleher@att.com> at GCOHUB  
Date: 5/8/01 4:21 PM

5/8/01

MIKE, CHRIS, LESLIE,

Attached for your review and comments are the following:

1. Proposed revisions to AT&T's Digital Designed Loops language (Part II, Section 2.9.1a.2 of draft Contract) intended to address and resolve Issue #18 in AT&T's NY Petition. See "prequal" doc. (Removal of this Issue is also subject to Verizon's acceptance of the language that we are proposing in item 2 below for OSS.)

2. Language intended to supplement AT&T's Line Sharing & Line Splitting terms previously sent to each of you on April 8, 2001. (See "oss050701" doc.) If this language is acceptable to Verizon, Issue #s 6 & 7 may be resolved. To be consistent with the modification that we are suggesting in item 1 above, we are also proposing that Section 1.1.1.2(a) of

the Line Sharing & Line Splitting language that we sent to each of you on April 8, 2001, also be modified as set forth at the end of the "oss050701" doc.

Issue #s 15 and 23 remain for briefing on May 18th.

BRIAN

<<prequal.doc>>

<<oss050701.doc>>

2.9.1a.2 (c)

Insert the following **(bolded language)** as part of the first sentence:

If the Loop is not listed in the mechanized database described in section (b) above, AT&T must request either a manual loop qualification or Engineering Query prior to or in conjunction with submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop; **provided, however, AT&T may elect to use its own prequalification tools or those provided by third parties where it is required to prequalify a Loop.**

2.9.1a.2 (g)

Insert the following **bolded** language in this section:

Notwithstanding the foregoing, AT&T shall not be required to follow either the manual or mechanized prequalification procedures described herein when the Loop is already being used by the Customer for the same level (e.g., **ADSL, HDSL, etc.**) of service.

**Revise 1.1.1.7.4, as follows:**

4. As required by the Commission's January 29, 2001 order in Docket 00-C-0127, and as implemented in accordance with TIS Principles of Change Management, dated January 28, 1998, as amended, modified, clarified, or supplemented, Verizon shall make available a preliminary implementation of OSS for Line Splitting no later than June 17, 2001 which will allow AT&T to provide DSL service in the high frequency portion of a loop employed in a UNE-P configuration. As required by the Commission's January 29, 2001 order in Docket 00-C-0-127, and as implemented in accordance with TIS Principles of Change Management, dated January 28, 1998, as amended, modified, clarified, or supplemented, Verizon shall make available OSS for Line Splitting no later than the third week in October, 2001, which will (1) support fully the ability of AT&T to provide DSL service in the high frequency portion of a loop employed in a UNE-P configuration and (2) support fully the migration of a customer's voice service to AT&T's UNE-P configured voice service while maintaining their existing DSL provider. The availability of OSS to support (2) above, shall not and does not obligate AT&T to accept customers for UNE-P configured voice service where AT&T has not entered into a Line Splitting relationship with the provider of DSL service.

**Add new Section 1.1.1.7.7, as follows:**

1.1.1.7. Verizon acknowledges that subsequent additions to or modifications of the OSS used for Line Splitting and Line Sharing may be required from time to time to accommodate additional migration and/or service scenarios. For example, Verizon acknowledges that additional migration scenarios will need to be accommodated through OSS, such as (but not limited to): migrating a Verizon retail voice customer to UNE-P configured voice and also changing the customer's data provider; changing a customer's Line Splitting or Line Sharing configuration to a UNE-Loop configuration with DSL; and adding UNE-P configured voice to a stand alone DSL loop. Accordingly, Verizon agrees that additional OSS capability and functionality requested for Line Sharing, Line Splitting or UNE-L with DSL, shall be fulfilled as agreed upon in the DSL Collaborative, Docket 00-C-0127, and/or as required by Commission order in Docket 00-C-0127, or such other docket that the Commission may establish, and as such agreements and/or requirements of Commission orders are implemented in accordance with TIS Principles of Change Management, dated January 28, 1998, as amended, modified, clarified, or supplemented. Verizon agrees to act in good faith in negotiating additional OSS capability and functionality in the DSL Collaborative. In the event the DSL Collaborative ceases to exist or to otherwise address OSS, then Verizon agrees to negotiate in good faith with AT&T for the OSS capability and functionality requested by AT&T. In the event that the parties cannot agree on future OSS requirements proposed by either party, the parties agree to resolve such disputes through the Dispute Resolution Process set forth in the General Terms and Conditions section of this Agreement.

**Revise second sentence in Section 1.1.1.2(i), as follows:**

“... AT&T must utilize, at its option, Verizon’s Engineering Query, mechanized or manual Loop qualification processes, or may use its own prequalification tool or that of a third party. The Verizon Loop qualification tools are described in the terms applicable to Digital Designed Loops, as referenced in paragraph (v) below, to make this ...”



80000 SERIES  
30% P.C.W.





Mike

----- Forwarded by MICHAEL A. DALY/EMPL/VA/Bell-Atl on  
05/18/2001 04:01 PM -----

"Kelleher, Brian M - LGA" <bkelleher@att.com> on 04/23/2001 05:34:30 PM

To: MICHAEL A. DALY/EMPL/VA/Bell-Atl@VZNotes, CHRISTOS T.  
ANTONIOU@GCO,  
LESLIE M. BANKS/EMPL/VA/Bell-Atl@VZNotes

cc:  
Subject: INFORMATION SERVICES TRAFFIC - NEW YORK

4/23/01

MIKE, CHRIS & LESLIE,

During one of our recent calls we discussed AT&T's concern with various provisions of the Section 7 material dealing with Information Services Traffic, and the Schedule 7.1.3 terms dealing specifically with variable-rated calls. We also recently discussed IST language in the Rate Application Rules of the current AT&T/Verizon NY Interconnection Agreement. Upon hearing AT&T's concerns, Verizon addressed its concern with NOT addressing Information Services Traffic that is currently blocked by Verizon pursuant to AT&T's request but which may become unblocked without contract terms to deal with billing reimbursement.

We have a suggestion that should serve to eliminate the concerns raised by each of our firms.

Our recommendation is that we continue with the language that has been agreed to by the parties, with a few relatively minor changes that serve to accomplish the following:

1. The terms of the Interconnection Agreement (including the billing and collection rate of \$0.05) shall apply only for the limited purpose of handling any incidental fixed and variable-rated traffic that may "leak" through either because AT&T failed to request a block by Verizon or Verizon failed to properly block in accordance with the blocking services offered under its tariffs.

2. AT&T will provide Verizon with prior written notice (reasonable period of 60 days) before it seeks to unblock calls that its customers may make to Verizon's fixed and/or variable-rated IST services

and, at such time, the parties will negotiate in good faith and Verizon will consider any changes to the IST terms and B&C rate that AT&T may propose at that time.

As you indicated during our last call, Verizon's ONLY fixed-rated IST in NY is the 40 cent NY Lottery "976" call which may soon be eliminated. The fixed-rated matter will then be a moot point until Verizon decides to offer such services in the future.

Please take a look at our changes to the attached Section 7 and Schedule 7.1.3 language that seeks to address the changes that we are suggesting above. perhaps we can talk when we next meet to negotiate. Or, we would welcome your comments via e-mail. Thanks.

BRIAN

<<SECfixvarIST042001.doc>> <<SCHEDvarIST042001.doc>>

(See attached file: SECfixvarIST042001.doc)  
(See attached file: SCHEDvarIST042001.doc)

## 7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

### 7.1 Information Services Traffic

For purposes of this Agreement, information services and Information Services Traffic refer to switched voice traffic, delivered to information service providers who offer recorded voice announcement information or open vocal discussion programs to the general public. Information Services Traffic does not include Internet Traffic. Information Services Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

The following provisions shall apply only to AT&T-originated Information Services Traffic which is directed to an information service platform connected to VERIZON's network in those limited cases, if any, where such traffic has not been blocked by VERIZON in accordance with VERIZON's Tariffs and at AT&T's request. At such time as AT&T connects information services platforms to its network and/or AT&T requests that VERIZON either remove VERIZON-provided blocking or advises VERIZON that it will not request such blocking for AT&T Customers, the Parties shall negotiate in good faith for the purpose of coming to agreement upon a comparable terms, conditions and billing and collection rates arrangement for VERIZON-originated Information Services Traffic, and AT&T-originated Information Services Traffic that AT&T does not block through its purchase of VERIZON blocking services.

~~7.1.1 AT&T shall have the option to route Information Services Traffic that originates on its own network to the appropriate information services platform(s) connected to VERIZON's network. In the event AT&T exercises such option, AT&T will establish dedicated Information Services Trunk(s) to the VERIZON information services serving switch. Such Information Services Trunk(s) will be utilized to allow AT&T to route Information Service Traffic originated on its network to VERIZON. Where AT&T serves a Customer through the purchase of a VERIZON unbundled Local Switching Element, Information Service Traffic from that Customer may be routed over VERIZON information service trunks on a shared basis.~~

7.1.2 Nothing in this Agreement shall restrict, obviate, or otherwise affect either Party's rights or obligations, if any, under Applicable Law, to offer to its Telephone Exchange Service Customers the ability to block the completion of Information Services Traffic.

7.1.3 For fixed rated Information Services Traffic (i.e. 976 service in NY) that is not blocked in accordance with VERIZON's Tariffs and at AT&T's request, AT&T shall bill and collect the information services provider charges as stated in VERIZON's applicable retail Tariff, as may be amended from time to time, from its Customers. The Parties acknowledge and agree that as of the Effective Date of this Agreement, the only fixed rated Information Services Tariff that VERIZON offers in New York is the NY Lottery service at a rate of \$0.40 per call. VERIZON will bill

AT&T for such charges less the Information Services Billing and Collection fee set forth in Part IV. AT&T shall pay VERIZON such charges in full regardless of whether or not it collects charges for such calls from its own Customers. Upon request from VERIZON, AT&T shall provide VERIZON with recorded call information for specified Information Services Traffic calls which AT&T shall provide in unrated EMI format via electronic file transfer or other medium mutually agreed to by the Parties. VERIZON shall pay AT&T the Customer Usage Detail charges specified in Part IV for such call information. This subsection shall apply to fixed rate Information Services Traffic regardless of whether AT&T serves its Customer utilizing its own switching facilities or through the provision by VERIZON of unbundled Local Switching.

7.1.4 For variable rated Information Services Traffic (e.g., NXX 550, 540, 976, 970, 940 as applicable), AT&T shall bill and collect information services provider charges from its Customers. The Parties shall exchange call detail information and handle adjustments, according to the terms set forth in Schedule 7.1.3 ~~Attachment 8~~. Prior to accessing the variable-rated services, AT&T shall complete acceptance testing of its billing process with VERIZON. VERIZON shall charge AT&T Customer Usage Detail rates as specified in Part IV.

7.1.5 VERIZON shall accept no more than two (2) adjustments per originating end user line number from AT&T for Information Services Traffic originated by AT&T Customers. In order for VERIZON to pass through uncollectibles and other Customer adjustments to the appropriate information services provider, AT&T shall provide to VERIZON sufficient information regarding such uncollectibles and other Customer adjustments.

### SCHEDULE 7.1.3

#### **Billing Process for Variable-Rated Information Services Calls**

Verizon offers the following billing process for AT&T and Verizon to jointly ensure that the AT&T Customers making calls to the information services provider programs on the Verizon platform are billed at correct rates, and that the information services providers they call are reimbursed for the use of their services. Prior to establishing working interconnection to the variable-rated services, AT&T must complete acceptance testing with Verizon for the billing process as described below. Where AT&T does not establish a billing arrangement, AT&T agrees that its Customers will not be able to complete calls to variable-rated Information Service providers on the Bell Atlantic platform, regardless of whether the Customers are served by AT&T switching facilities, or by Unbundled Network Element(s) purchased by AT&T.

"Information Mass Announcement Service" ("IMAS") is unique to the New York Metropolitan LATA (132), and is not offered elsewhere in New York State or in any other state. The billing process described below does not apply to IMAS traffic, which is not a variable-rated Information Service.

#### **1.1.1 INFORMATION PROVIDER SERVICES BILLING PROCESS**

##### **A. Usage Processing**

- 1a. AT&T, using its own facilities, records originating call detail and delivers Information Services Traffic to Verizon over a dedicated IP trunk. Verizon makes terminating recordings. Using the called number, AT&T identifies the call as a variable-rated IP call. AT&T sends the call detail record to Verizon in unrated EMI format.

Verizon rates correctly-formatted messages at the price set by the information services provider, and bills AT&T for the full value of the call *less* the Information Service Billing Fee ("IP B&C Fee") stated in Exhibit A. Incorrectly formatted records are not rated and no IP B&C Fee is applied. Rated messages are returned to AT&T in rated EMI format.

--or--

- 1b. AT&T, using Verizon Unbundled Network Elements for Local Switching, receives originating call detail from Verizon in unrated EMI format. Using the called number, AT&T identifies the call as a variable-rated IP call. AT&T sends the call detail record to Verizon in unrated EMI format.

Verizon rates correctly-formatted messages at the price set by the information services provider, and bills AT&T for the full value of the call *less* the Information Service Billing Fee ("IP B&C Fee") stated in Exhibit

A. Incorrectly formatted records are not rated and no IP B&C Fee is applied. Rated messages are returned to AT&T in rated EMI format.]

2. Unless otherwise agreed to by the Parties, Verizon will not charge AT&T for rating correctly-formatted messages.
3. Error messages will be returned in either unrated or rated EMI format, depending on the nature of the error. Appropriate indicators in the record will define the error.

"Killer" calls, i.e. calls where the originating end user has disconnected within a Tariff-specified time limit in order to avoid charges, are returned with a special locally defined indicator. An Information Services Provider B&C Fee as set forth in Exhibit A is credited to AT&T for these calls, although there are no charges billable to the AT&T Customer.

4. AT&T bills its Customer for the full value of the call as shown in the rated EMI record, calculates and collects appropriate state and local taxes.
5. Verizon uses the rated message to calculate the payment due the information services provider, and remits that amount to the information services provider. The information services provider is charged for "killer" calls according to Tariff regulations.

#### **B. Adjustments**

1. Using the called number, AT&T identifies the call as a variable-rated IP call and sends a rated adjustment EMI format record to Verizon.
2. AT&T must provide the following information when requesting an adjustment from Verizon for information service provider call made by one of AT&T's Customers:
  - originating line number
  - the dialed IP subscriber number
  - the amount to be adjusted, not including tax
  - message date
  - connect time
  - conversation time
3. Verizon will follow its policy of allowing two (2) adjustments per line per year on eligible information service provider calls. Once two adjustments have been made for an originating end user line number, no further adjustments will be made to AT&T's account.]

#### **C. Acceptance Testing**

1. Acceptance testing between Verizon and AT&T will demonstrate that both Parties are ready to deliver, process and receive usage and billing data as required, and that each has a Single Point of Contact ("SPOC") available to the other.
2. AT&T will provide a sufficient volume of unrated usage data for testing various call scenarios, formatted and delivered to reflect the anticipated production environment.
3. Verizon will examine, process, and edit such data to produce a return data set of rated records, for delivery to AT&T.
4. AT&T will receive and process the Verizon data.
5. Both Parties will communicate and resolve testing issues until they mutually agree that each is able to format, deliver, receive and process data at an acceptable standard.





80000 SERIES  
30% P.C.W.



"Kelleher,Brian M - LGA" <bkelleher@att.com> on 04/09/2001 05:39:36 PM

To: MICHAEL A. DALY/EMPL/VA/Bell-Atl@VZNotes, CHRISTOS T.  
ANTONIOU@GCO,  
LESLIE M. BANKS/EMPL/VA/Bell-Atl@VZNotes  
cc:  
Subject: DARK FIBER

4/9/01  
MIKE, CHRIS, LESLIE,

After some digging, I was able to locate a copy of the Verizon redline of the AT&T draft Dark Fiber language. Attached is a copy of that redline with AT&T's redline in BLUE. Hope you have a color printer!

Dark Fiber is on the agenda for tomorrow. If you wish, we can use the attached document as a reference point.

Fredrik, Lori, Danielle and I will be on tomorrow's call. We will not have a Dark Fiber SME.

BRIAN

<<BASection\_11\_DarkFiber\_BA\_040901.doc>>

(See attached file: BASection\_11\_DarkFiber\_BA\_040901.doc)

## ~~11.2.11~~ **Unused Transmission Media (i.e., DARK FIBER/COAX)**

~~11.2.11.1~~ — ~~Unused Transmission Media includes dark fiber loops and interoffice transmission facilities, defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes the following. Unused Transmission Media is physical transmission media (e.g., optical fiber and coaxial cable) which is "in place" in BA's network but is not being used to provide service. This is commonly referred to as spare coax, or Dark Fiber pairs.~~

~~11.2.11.2~~ — ~~Dark Fiber, one type of unused transmission media, is unused strands of optical fiber. Dark Fiber also includes strands of optical fiber existing in aerial or underground cables which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.~~

### ~~11.2.11.3~~ **Requirements**

~~11.2.11.3.1~~ — ~~BA shall offer all Unused Transmission Media to AT&T as an unbundled element in accordance with the prices set forth in Exhibit A of this Agreement.~~

~~11.2.11.3.2~~ — ~~BA shall provide a single point of contact (SPOC) for answering requests associated with unused transmission media.~~

~~11.2.11.3.3~~ — ~~If the requested fiber section has any intervening (i.e., lightwave repeater (regenerator or optical amplifier)) equipment interspliced to it BA will remove such equipment at AT&T's request subject to time and charges required to remove this equipment.~~

~~11.2.11.3.4~~ — ~~BA shall provide to AT&T information regarding the location, availability and performance of Unused Transmission Media within five (5) business days for a records based answer and ten (10) business days for a field based answer, after receiving a request from AT&T ("Request"). Within such time period, BA shall send written confirmation of availability of the Unused Transmission Media ("Confirmation"). From the time of the Request to ninety (90) days after Confirmation, BA shall reserve such requested Unused~~

~~Transmission Media for AT&T's use and may not allow any other party to use such media, including BA.~~

- ~~11.2.11.3.5 BA shall make Unused Transmission Media available to AT&T within twenty (20) business days after it receives written confirmation from AT&T that the Unused Transmission Media previously deemed available by BA is wanted for use by AT&T. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable AT&T to connect or splice AT&T provided transmission media (e.g., optical fiber) or equipment to the Unused Transmission Media.~~
- ~~11.2.11.3.6 BA shall include forecasted AT&T requirements in the design and expansion of its network and capacity to accommodate requests under this Section 11.2.11.~~

#### ~~11.2.11.4 **Requirements Specific to Dark Fiber**~~

- ~~11.2.11.4.1 Dark Fiber shall meet the manufacturers' design specifications.~~
- ~~11.2.11.4.2 AT&T may test Dark Fiber leased from BA using AT&T or AT&T designated personnel. BA shall provide appropriate interfaces to allow interconnecting and testing of Dark Fiber. BA shall provide an excess cable length of twenty five (25) feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.~~

~~[AT&T continues to review and consider Dark Fiber terms proposed by BA]~~

#### 11.2.11 Dark Fiber.

11.2.11.1 Subject to the conditions set forth in Section 11.7 and upon request, VerizonBA shall provide to AT&T access to unbundled Dark Fiber Loops (as such term is hereinafter defined) and to unbundled Dark Fiber IOF (as such term is hereinafter defined) in accordance with FCC Rule 51.319, and subject to, the terms and provisions of this Section 11.2.11 and the rates set forth in Exhibit A. A "Dark Fiber Loop" -and Dark Fiber IOF is deployed physical unused transmission media (e.g., optical fiber, copper twisted pairs, and coaxial cable) which is not being used to provide service. means two continuous fiber optic strands (a pair) located within a BA fiber optic cable sheath between a BA end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two BA central offices or (b) a BA central office and a AT&T central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. When AT&T submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not

~~conform to industry transmission standards, either the ones in effect when BA installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Agreement, VerizonBA shall provide AT&T with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.~~

~~11.2.11.2 AT&T may access a Dark Fiber Loop or a Dark Fiber IOF only at any appropriate connection points (e.g., Light Guide Interconnection (LGX), splice points) a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and AT&T may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. Upon AT&T's request, Verizon will provide AT&T with connection to AT&T may obtain access to Dark Fiber Loops and Dark Fiber IOF and Verizon may not condition its availability to a given location based upon AT&T being collocated there, only in the following ways:~~

[SUBSTITUTE THE FOLLOWING FOR THE NEXT TWO PARAS.: UPON AT&T'S REQUEST, VERIZON SHALL PERFORM THE NECESSARY WORK TO CONNECT VERIZON'S DARK FIBER FACILITIES TO AT&T. AT A MINIMUM, VERIZON SHALL PROVIDE AT&T WITH APPROPRIATE INTERFACES TO PERMIT INTERCONNECTION AND TESTING OF DARK FIBER FACILITIES.]

~~(i) Upon AT&T's request, Bell Atlantic will connect a Dark Fiber Loop to a AT&T collocation arrangement in the BA end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. BA shall connect a Dark Fiber Loop to the POT bay of a AT&T collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by BA, and BA shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.~~

~~(ii) Upon AT&T's request, BA will connect a Dark Fiber IOF between two BA central offices to AT&T collocation arrangements in those offices and will connect a Dark Fiber IOF between a BA central office and a AT&T central office to a AT&T collocation arrangement in the BA central office and to the fiber distribution frame in the AT&T central office. BA shall connect a Dark Fiber IOF to the POT bay of a AT&T collocation arrangement and to the fiber distribution frame in a AT&T central office by installing appropriate cross connections. BA shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.~~

11.2.11.3 VerizonBA shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities (i.e., in-place in Verizon's network but not being used to provide service) exist, and VerizonBA shall not be obligated to construct new or additional facilities. or create splice points to provide AT&T with access to Dark Fiber Loops or Dark Fiber IOF. However, Verizon shall include forecasted AT&T Dark Fiber Loops and Dark Fiber IOF requirements in the design and expansion of its network and capacity to accommodate AT&T's requests under this Section, VerizonBA shall not reserve Dark Fiber Loops or Dark Fiber IOF for AT&T, for a period of 90 days after confirmation of a request for such facilities by AT&T, and BA shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. VerizonBA may only reserve Dark Fiber Loops and Dark Fiber IOF for maintenance purposes, to satisfy specific Verizon Customer orders for fiber related services installed or allocated to serve a particular Customer in the near future, or for future growth. VerizonBA reserves, and VerizonBA's execution and delivery of this Agreement shall not waive, VerizonBA's right to claim before the Commission that VerizonBA should not have to fulfill a AT&T order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a VerizonBA obligation to serve as a carrier of last resort.

11.2.11.4 Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, AT&T shall make a request to VerizonBA that VerizonBA review its existing cable records and provide to AT&T information regarding the location, availability and performance of ~~to determine whether spare~~ Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) ~~are available between those locations~~ (such a request, a "Dark Fiber Inquiry Request"). Verizon shall provide a single point of contact (SPOC) for answering requests associated with unused transmission media. ~~If spare facilities are available, VerizonBA shall provide the requested information to notify AT&T and provide AT&T with an estimate of the mileage of those facilities within five (5) business days for a records based answer and ten (10) business days for a field based answer. AT&T cannot order access to spare facilities until VerizonBA has notified AT&T that the facilities are available, provided, however, that from the time of AT&T's request to ninety (90) days after Verizon's confirmation, Verizon shall reserve such requested Unused Transmission Media for AT&T's use and may not allow any other party to use such media, including Verizon, and BA does not guarantee or warrant that the facilities will be available when AT&T submits an order to BA for access to the facilities. When it Should AT&T submits an order to VerizonBA after the ninety (90) day reserve period for access to spare facilities that VerizonBA has previously notified AT&T are available, AT&T assumes all risk that those facilities will no longer be available.~~

11.2.11.5 Based upon AT&T's request identified in paragraph 11.2.11.4 above, ~~Upon request, and subject to time and material charges to be quoted by BA,~~ VerizonBA shall provide to AT&T the following information regarding the location, availability and performance of the Dark Fiber Loops and Dark Fiber IOF: :

(i) A fiber layout map that shows the streets within a wire center where there are existing VerizonBA fiber cable sheaths. VerizonBA shall provide such maps to AT&T subject to the agreement of AT&T, ~~in writing, to treat the maps as confidential under the Confidentiality provisions of this Agreement, and to use them for preliminary design purposes only. AT&T acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. BA shall provide fiber layout maps to AT&T subject to a negotiated interval.~~

(ii) A field survey that shows the availability of dark fiber pairs between two VerizonBA central offices, a VerizonBA central office and a AT&T central office, ~~or a VerizonBA end office and the premises of a Customer, and all other points of access (e.g., manholes), shows whether or not such pairs are defective, shows whether or not such pairs have been used by VerizonBA for emergency restoration activity and tests the transmission characteristics of VerizonBA dark fiber pairs. If a field survey shows that a dark fiber pair is available and AT&T submits an order for access to such pair, VerizonBA does not guarantee or warrant that the pair will be available when VerizonBA receives such order after the 90 day reserve period associated with the Dark Fiber Inquiry Request, and AT&T assumes all risk that the pair will not be available. BA shall perform a field survey subject to a negotiated interval. If AT&T submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, AT&T assumes all risk that the pair will not be compatible with AT&T's equipment, including, but not limited to, order cancellation charges.~~

11.2.11.6 AT&T shall be solely responsible for: ~~(a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate any specific the requirements of AT&T. T; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting AT&T's collocation arrangements with any proper cross connects or other equipment that AT&T needs to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access. Verizon shall be responsible for providing an excess cable length of twenty five (25) feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.~~

11.2.11.7 AT&T acknowledges that VerizonBA may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after AT&T has

obtained access to such dark fiber, and AT&T assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. VerizonBA shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. BA cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

11.2.11.8 VerizonBA shall provide AT&T with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:

(i) Five (5) business days for a records based answer and ten (10) ~~Fifteen (15)~~ business days for a field based answer to perform the Dark Fiber Inquiry Request or a negotiated interval twenty (20) business days for a field based answer if VerizonBA receives ten (10) such requests for one LATA during the same thirty (30) day period in which Verizon receives AT&T's request(s).

(ii) Twenty (20) ~~Thirty (30)~~ business days to turn up a Dark Fiber Loop or a Dark Fiber IOF

11.2.11.9 VerizonBA shall not be obligated to ensure that make Dark Fiber Loops and Dark Fiber IOF conform to the manufacturers design specifications any industry standards and are at parity with the quality of service that Verizon provides to itself. If AT&T subsequently determines that the transmission quality of the unbundled Dark Fiber Loop or Dark Fiber IOF provided by Verizon does not meet these requirements, After AT&T has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, VerizonBA shall may, at AT&T's request and subject to rates set forth in Exhibit A, retest the fibers to determine db loss. If the results of the test determine that the transmission characteristics of the fiber do not meet Verizon's then current standards for its own facilities, AT&T may submit a request to Verizon, and Verizon shall undertake to improve the transmission characteristics of the fiber, at no additional cost to AT&T, to a level that meets Verizon's current standard transmission characteristics try to modify the transmission characteristics of such dark fiber. The work shall include and be but not be limited to the following:

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

(ii) Clean connectors to remove non-imbedded contaminants.

Notwithstanding the foregoing, VerizonBA shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of AT&T for such dark fiber.

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

be assessed per occurrence to AT&T by VerizonBA. If as the result of AT&T instructions, VerizonBA is erroneously requested to dispatch to a site outside of VerizonBA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by VerizonBA. All operational support provided by Verizon, including but not limited to maintenance and repair, shall be demonstrated to be nondiscriminatory in comparison to the support Verizon provides to equivalent retail operations (or to other requesting carrier if that is superior) or to mutually agreeable minimum standards of performance. In the event Verizon is not available at the appointed time, or its performance is discriminatory, Verizon shall pay AT&T the charge set forth in Exhibit A for time associated with said dispatch.

11.2.11.11 The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile. [BA to clarify as to how fiber that does not extend between COs is measured for monthly charges]