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April 20, 2010

**VIA Hand Delivery**

Ms. Ann Cole  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Docket No. 090501-TP:** Petition for arbitration of certain terms and conditions of an interconnection agreement with Verizon Florida LLC by Bright House Networks Information Services (Florida), LLC

Dear Ms. Cole:

Enclosed for filing in the above-referenced Docket, please find the original and 15 copies of the Amended Exhibit TJG-3 of Mr. Timothy Gates, which was originally filed on March 26, 2010. The Exhibit is amended solely to correct a pagination error which resulted in the last 6 pages of the original document not including the header and page count. We apologize for any inconvenience this may have caused.

True and correct copies of the foregoing have been served in accordance with the Order Establishing Procedure and the attached certificate of service.

Thank you for your assistance with this filing. If you have any questions

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Ms. Ann Cole  
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whatsoever, please do not hesitate to contact me.

Sincerely,



---

**Beth Keating**

**AKERMAN SENTERFITT**

106 East College Avenue, Suite 1200

Tallahassee, FL 32302-1877

Phone: (850) 224-9634

Fax: (850) 222-0103

Enclosures

cc: Parties of Record  
Staff Counsel

**AGREEMENT**

**by and between**

**BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA) LLC**

**and**

**VERIZON FLORIDA, LLC**

**FOR THE STATE OF**

**FLORIDA**

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## AGREEMENT

### PREFACE

This Agreement ("Agreement") shall be deemed effective as of \*\*\*Date DT\*\*\* (the "Effective Date"), between BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA) LLC ("Bright House") a limited liability corporation organized under the laws of the Delaware, with offices at 12985 Telecom Parkway, Temple Terrace, Florida, 33637, and VERIZON FLORIDA, LLC ("Verizon"), a corporation organized under the laws of the \*\*\*Incorporation State-Commonwealth TXT\*\*\* of \*\*\*Incorporation State TXT\*\*\* with offices at \*\*\*Verizon Address TXT\*\*\* (Verizon and Bright House may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

### GENERAL TERMS AND CONDITIONS

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

#### 1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; and (b) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; and, (b) an Order by a Party that has been accepted by the other Party. Nothing in this Agreement shall be construed to prohibit a Party from purchasing a service under the terms of the other Party's Tariff. A Party's Order or request for a Service that is offered by the other Party both under this Agreement and under the other Party's Tariff shall be deemed to be an Order or request governed entirely by the terms of this Agreement, and not by any Tariff, unless such Order or request specifically states that it is an Order for a service under the other Party's Tariff. No terms of any Party's Tariff(s) shall apply to any Service provided or to be provided under this Agreement except to the extent that this Agreement expressly states that the terms of such Tariff apply. No Tariffed charge for any Service provided or to be provided under this Agreement shall apply except to the extent that this Agreement expressly states that such Tariffed charge(s) shall apply.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. This Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements. All monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect subject to the terms of such prior agreement. In connection with the foregoing, each Party expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and Bright House.

**Deleted:** the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c)

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**Deleted:** the Tariffs; and, (c)

**Deleted:** The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.

- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

## 2. Term and Termination

- 2.1 This Agreement shall be effective as of the *Effective Date* and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until April 30, 2013 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Bright House or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either Bright House or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Bright House or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Bright House and Verizon; or, (b) the date one (1) year after the proposed date of termination, except that (c) if on the date one (1) year after the proposed date of termination, either Party has filed an arbitration proceeding at the Commission to establish a new agreement and such proceeding remains pending at the Commission, either Party may petition the Commission to extend this Agreement until the Commission, in such proceeding, establishes a new agreement.
- 2.4 If either Bright House or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Bright House nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that functionally equivalent services continue to be provided pursuant to a Tariff or Statement of Generally Available Terms (SGAT).
- 2.5 Other than termination for default as provided for in Section 12 hereof, or termination based on the other Party's abandonment of the Agreement, neither Party may terminate this Agreement with an effective date of termination earlier than the expiration of the Initial Term. For purposes of this section, "abandonment" means that for a period of sixty (60) continuous days, a Party has sent no traffic to and received no traffic from the other Party and has neither provided nor received any other Service under this Agreement. If a Party believes that the other Party has abandoned this Agreement, the Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

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## 3. Glossary and Attachments

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

Additional Services Attachment

Interconnection Attachment

Resale Attachment

Procedures For Transferring Customers/End Users Between Verizon And Bright House

Network Elements Attachment

Collocation Attachment

911 Attachment

Pricing Attachment

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**4. Applicable Law**

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Florida, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.6 In the event of any Change in Applicable Law, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such Change in Applicable Law, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.

4.6.1 Notwithstanding Section 4.6 above, to the extent Verizon is required by a Change in Applicable Law to provide to Bright House a Service that is not offered under this Agreement to Bright House, but where the terms, conditions and prices for such Service (including, but not limited to, the terms and conditions defining the Service and stating when and where the Service will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) are provided in a Verizon Tariff, then the terms and conditions of such Tariff shall apply on an interim basis while the Parties negotiate permanent terms and conditions applicable to such Service, with any payments for such Service made pursuant to the terms of such Tariff subject to retroactive true-up to conform to the final terms and conditions. In the absence of a such a Tariff, the Parties shall mutually agree on applicable terms and conditions in a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of Section 252 of the Act. In no event shall Verizon be required to provide any such Service in the absence of such a Verizon Tariff or amendment, except to the extent specifically required by Applicable Law.

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**Deleted:** or, in the absence of an applicable Verizon  
**Deleted:** , as mutually agreed by

4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any Change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Bright House hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit. Any retroactive liability from Bright House to Verizon with respect to any Service, payment or benefit provided by Verizon prior to such Change in Applicable Law shall be determined based on Applicable law, including the order, decision or ruling that changed Applicable Law. Verizon will provide thirty (30) days prior written notice to Bright House of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in the Networks Element Attachment), or by Applicable Law for termination of such Service in which event such period and/or conditions shall apply. For the avoidance of any doubt, this Section 4.7 is self-effectuating and no amendment to this Agreement shall be required to implement it.

**Deleted: Assurance of Payment**  
**Deleted:** Upon request by Verizon, Bright House shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.

5. **Assignment**

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement. In the event that a Party seeks to assign this Agreement to an Affiliate of that Party as part of a corporate or similar reorganization or refinancing in which there is no substantial change in ultimate ownership or control, such Party's request for consent hereunder shall be deemed granted unless the other Party objects within thirty (30) days after receipt by the other Party of the assigning Party's written request.

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

6. **[Intentionally left blank]**

6.1 **[Intentionally left blank]**

6.2 **[Intentionally left blank]**

- 6.3 [Intentionally left blank]
- 6.4 [Intentionally Left Blank].
- 6.5 [Intentionally Left Blank].
- 6.6 [Intentionally left blank]
- 6.7 [Intentionally left blank]
- 6.8 [Intentionally left blank]
- 6.9 [Intentionally left blank]

**7. Audits**

- 7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$1,000,000.
- 7.2 The audit shall be performed by independent certified public accountants, assisted by such other persons with specialized knowledge or expertise as such accountants reasonably deem necessary, selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that, except in exigent circumstances, the Auditing Party shall require that the audit commence no earlier than sixty (60) days and no later than ninety (90) days after the Auditing Party has given notice of the audit to the Audited Party.
- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.
- 7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

**8. Authorization**

- 8.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the \*\*\*Incorporation State-Commonwealth TXT\*\*\* of \*\*\*Incorporation State TXT\*\*\* and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.2 Bright House represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware,

**Deleted:** Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to \*\*\*CLEC Acronym TE\*\*\* in connection with this Agreement. If Bright House meets the condition in subsection 6.2(d) above or has failed to timely pay two or more bills rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and Bright House shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up ... [1]

**Deleted:** Verizon may (but is not obligated to) draw on the letter of credit upon notice to Bright House in respect of any amounts to be paid by Bright House hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

**Deleted:** If Verizon draws on the letter of credit, upon request by Verizon, Bright House shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.

**Deleted:** Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as Bright House has provided Verizon with such assurance of payment.

**Deleted:** The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve Bright House from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this ... [2]

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

8.3 Bright House Certification.

Bright House represents and warrants that as of the Effective Date, it has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of Florida. It shall be a material breach of this agreement if Bright House orders service or exchanges traffic with Verizon if it lacks such authorization. Any dispute regarding Bright House's authorization to operate and to place orders under this Agreement shall be subject to the dispute resolution provisions of Section 14.

8.4 [Intentionally Left Blank].

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

- 9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.
- 9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer. The due date specified in a billing Party's statement in accordance with subsection (a) preceding generally shall be one month after the date that such bill is actually issued..
- 9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the services, dollar amounts and time periods at issue, and an explanation of the Party's dispute, setting forth in a commercially reasonable level of detail the reasons for disputing each item. For the avoidance of any doubt, Bright House shall be deemed to have complied with the notice requirements of the preceding sentence to the extent that it uses Verizon's standard electronic claims submission process. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.
- 9.4 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.
- 9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for

assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion. Notwithstanding the foregoing, it is expressly agreed that (a) neither Party may submit a bill to the other Party for any Service hereunder more than one (1) year after the Service was provided, it being expressly agreed that any right to bill or collect any payment for Services not billed within one year of their being rendered is irrevocably waived, and (b) neither Party may dispute any charges on any bill more than one (1) year after such bill is received, irrespective of the merits of the dispute, it being expressly agreed that any right to dispute any bill more than one (1) year after such bill is received, is irrevocably waived.

**10. Confidentiality**

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

- 10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
- 10.1.2 Any forecasting information provided pursuant to this Agreement;
- 10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as directory assistance, operator service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
- 10.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);
- 10.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary";
- 10.1.6 any information regarding or contained in any Orders placed by a Party, including information relating to specific Customers who are choosing to obtain any goods, services, arrangements, or facilities from a Party, the dates on which Customer(s) will cease taking service from one Party and/or begin taking service from another Party, until and unless it becomes publicly known that such specific Customers have already begun to receive such goods, services, arrangements, and/or facilities; and
- 10.1.7 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary".

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Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Sections 10.1.5 or 10.1.7.

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- 10.2 Except as otherwise provided in this Agreement, the Party shall:
- 10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement, including, without limitation, preventing the Receiving Party's retail or sales operations from learning any information provided by the Disclosing Party to the Receiving Party's wholesale operations; and
  - 10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 10 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 10.
- 10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:
- 10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
  - 10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
  - 10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
  - 10.4.4 is independently developed by the Receiving Party;
  - 10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
  - 10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made

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commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

- 10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 10.7 The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of carrier proprietary information or CPNI provided by Applicable Law.
- 10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

#### **11. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

#### **12. Default**

(a) Default is defined as (i) a Party's failure to make any payment required under this Agreement (including in accordance with Section 9); (ii) a Party's material breach of any other material term or condition of this Agreement; or (iii) any other event specifically identified as a Default in this Agreement.

(b) In the event of Default, the non-defaulting Party may suspend its performance under this Agreement (including its provision of any or all Services hereunder) or may terminate this Agreement, in whole or in part, if such Default remains uncured not less than thirty (30) days after delivery of notice to the defaulting party setting forth the nature of the default. In the event that the alleged defaulting party disputes such allegation of Default, such dispute will be subject to the dispute resolution provisions of Section 14 of this Agreement.

#### **13. Discontinuance of Service**

- 13.1 If a Party proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, that Party shall comply with all Applicable Law regarding such discontinuance, and shall provide notice to the other Party of such discontinuance.
- 13.2 In the event of a service discontinuance by Bright House as set forth in Section 13.1, the following provisions shall also apply only if and to the extent that the discontinued Customers include Customers that are served by resale arrangements obtained under the Resale Attachment of this Agreement:
- 13.2.1 Bright House shall provide notice of such discontinuance to Verizon, the Commission, and each of Bright House's resale Customers, not less than thirty (30) days prior to its discontinuance of service, or such greater period as may be required by Applicable Law.
- 13.2.2 Such notice must advise each such Bright House resale Customer that unless action is taken by such Customer to switch to a different carrier prior to Bright House's proposed discontinuance of service, the Bright House Customer will be without the service provided by Bright House to such Customer.

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

- 14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes (a) a description in commercially reasonable detail, considering the circumstances (including, as appropriate, such detail as may be required under Section 9.3), of the dispute or alleged nonperformance and (b) the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon mutual agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.
- 14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

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

- 15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.

- 15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.
- 15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

**16. Forecasts**

In addition to any other forecasts required by this Agreement, upon reasonable request by Verizon, Bright House shall provide to Verizon reasonable, nonbinding forecasts regarding the Services that Bright House expects to obtain from Verizon, including, but not limited to, reasonable, nonbinding forecasts regarding the types and volumes of Services that Bright House expects to obtain and the locations where such Services will be obtained.

**17. [Intentionally Left Blank]**

**18. Good Faith Performance**

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

**19. Headings**

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

**20. Indemnification**

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

**Deleted:** Bright House assumes responsibility for all fraud associated with its Customers and accounts. Verizon shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to Bright House's account in cases of, fraud by Bright House's Customers or other third parties.[]

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20.2 Indemnification Process.

- 20.2.1 As used in this Section 20, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 20.1.
- 20.2.2 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:
- 20.2.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.
- 20.2.4 If the Indemnified Person fails to comply with Section 20.2.3 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.
- 20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.
- 20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.
- 20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold

harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

- 20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.
- 20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.
- 20.3 In light of the indemnification provided for in this Section 20, each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.
- 20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

## 21. Insurance

- 21.1 Each Party shall maintain during the term of this Agreement and for a period of two years thereafter all insurance required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance required by Applicable Law. The insurance shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, the Party obtaining insurance shall maintain the following insurance:
  - 21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.
  - 21.1.2 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.
  - 21.1.3 Excess Liability Insurance, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
  - 21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 per occurrence.
  - 21.1.5 For Bright House, all risk property insurance on a full replacement cost basis for all of Bright House's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.

- 21.2 Any deductibles, *self-insured retentions* or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided pursuant to Sections 21.4 and 21.5, and the Party receiving such certificates reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of the Party obtaining such insurance.
- 21.3 Each Party shall name the other Party as an additional insured on the foregoing liability insurance.
- 21.4 Each Party shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, such Party's insurance policies, and at such other times as the other Party may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to the other Party. In the case of Bright House as insuring Party, the certificates or other proof of the foregoing insurance shall be sent to: Director-Negotiations, Verizon Partner Solutions, 600 Hidden Ridge, HQEWMNOTICES, Irving, TX 75038. In the case of Verizon as insuring Party, the certificates or other proof of the foregoing insurance shall be sent to: [specify address]
- 21.5 Each Party shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of the other Party or the other Party's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish the other Party certificates or other adequate proof of such insurance reasonably acceptable to the other Party in accordance with Section 21.4.
- 21.6 Failure of a Party or its contractors to maintain insurance and provide certificates of insurance as required in Sections 21.1 through 21.5, above, shall be deemed a material breach of this Agreement.
- 21.7 Certificates furnished by Bright House or Bright House's contractors shall contain a clause stating: "Verizon Company Full Name 1 TXT" shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance." Certificates furnished by Verizon or Verizon's contractors shall contain a clause stating: "Bright House Networks Information Services (Florida) LLC shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."
- 21.8 The Parties agree that Verizon may satisfy the requirements of this Section 21 through self-insurance.

## 22. Intellectual Property

- 22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 22.2 Except as stated in Section 22.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its

Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to *infringe, or misuse or misappropriation* of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

- 22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
- 22.4 Each Party agrees that the Services provided by the other Party hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (*including, but not limited to* software or other intellectual property license agreements) between the other Party and the other Party's vendors. Each Party agrees to advise the other Party, *directly or through a third party*, of any such terms, conditions or restrictions that may limit any use by the other Party of a Service provided by a Party that is otherwise permitted by this Agreement. At a Party's *written request*, to the extent required by Applicable Law, the other Party will use its best efforts, as commercially practicable, to obtain intellectual property rights from its vendor to allow the Party to use the Service in the same manner as the other Party that are coextensive with the other Party's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which the Party has obtained its intellectual property rights. The other Party shall reimburse the Party for the cost of obtaining such rights.
23. **Joint Work Product**
- This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.
24. **Law Enforcement**
- 24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 24.3 Where a law enforcement or national security request relates to the establishment of lines (*including, but not limited to*, lines established to support

interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

**25. Liability**

- 25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.
- 25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.
- 25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.
- 25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:
  - 25.5.1 under Sections 20, Indemnification, or 41, Taxes.
  - 25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.
  - 25.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
  - 25.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
  - 25.5.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258;
  - 25.5.6 for damages arising out of the intentional misconduct of a Party; or

- 25.5.7 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 25.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 25.7 Each Party shall, in its Tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

## 26. Network Management

- 26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. Bright House and Verizon will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and subject to Section 17, to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.
- 26.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:
- 26.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or a substantial interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and taken other actions, if any, required by Applicable Law; and,
- 26.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service

credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

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

**27. Non-Exclusive Remedies**

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

**28. Notice of Network Changes**

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

**29. Notices**

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

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by certified or registered first class U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and

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

To Bright House:

[specify addresses]

To Verizon:

Director-Negotiations  
Verizon Partner Solutions  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Facsimile Number: (972) 719-1519  
Internet Address: [wmnotices@verizon.com](mailto:wmnotices@verizon.com)

with a copy to:

Vice President and Deputy General Counsel  
Verizon Partner Solutions  
1320 North Court House Road  
9<sup>th</sup> Floor  
Arlington, VA 22201  
Facsimile: (703) 351-3656

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

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

Bright House shall notify Verizon, by written notice pursuant to this Section 29, of any changes in the addresses or other Bright House contact information identified under Section 29.1.3 above.

29.1.4 In addition to the formal Notice procedure provided above, each Party shall endeavor to provide the other Party with duplicate notification via email (which shall not constitute formal notice under this Agreement) of all communications which are provided via formal notice. Verizon shall be under no obligation to provide, or to endeavor to provide, email copies of notices that are sent simultaneously to five or more carriers, and in any event a failure to deliver email notice hereunder shall not constitute a breach of this Agreement. For purposes of email notification, the Parties shall use the following email addresses (which may be changed by Notice as provided in this section 29):

Bright House: [email addresses]

Verizon: [email addresses]

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

Bright House shall use Verizon's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions involving the facilities or Services provided by Verizon. Verizon may agree to use Bright House's electronic ordering platforms if such system meets Verizon's technical requirements.

### **31. Performance Standards**

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

**32. Point of Contact for Bright House Customers**

- 32.1 Bright House shall establish telephone numbers and mailing addresses at which Bright House Customers may communicate with Bright House and shall advise Bright House Customers of these telephone numbers and mailing addresses.
- 32.2 Except as otherwise agreed to by Verizon, Verizon shall have no obligation, and may decline, to accept a communication from a Bright House Customer, including, but not limited to, a Bright House Customer request for repair or maintenance of a Verizon Service provided to Bright House.

**33. Predecessor Agreements**

- 33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:
  - 33.1.1 [Intentionally left blank]
  - 33.1.2 any Services that were being purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of Florida pursuant to Section 252 of the Act and in effect prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.
- 33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.
- 33.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 33.2, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

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

- 34.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.
- 34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

**35. References**

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

**36. Relationship of the Parties**

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

**37. Reservation of Rights**

- 37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered)

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

37.2 [Intentionally left blank]

**38. Subcontractors**

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

**39. Successors and Assigns**

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

**40. Survival**

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 10), indemnification or defense (including, but not limited to, Section 20), or limitation or exclusion of liability (including, but not limited to, Section 25), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

**41. Taxes**

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

Deleted: or a Tariff

41.2 Taxes Imposed on the Providing Party or Receipts. With respect to any purchase of Services under this Agreement, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based on the fact that

the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party shall pay and remit the Receipts Tax as required by Applicable Law.

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

as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

- 41.5.4 If the Purchasing Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, (a) the Providing Party shall be liable for any Tax imposed on its receipts and (b) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by the applicable taxing authority.
- 41.5.5 If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority.
- 41.6 Audit Cooperation. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate reasonably with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 41.7 Notices. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Verizon:

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

To Bright House:

\*\*\*CLEC Tax Notification Contact TE\*\*\*

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

**42. Technology Upgrades**

Notwithstanding any other provision of this Agreement, each Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Each Party acknowledges that a Party, at its election, may deploy fiber throughout its network and that such fiber deployment may materially affect the other Party's ability to provide service using certain technologies. Nothing in this Agreement shall limit a Party's ability to modify its network through the incorporation of new equipment or software or otherwise. Each Party shall be solely responsible for the cost and activities associated with accommodating, in its own network, such changes in the other Party's network.

- Deleted: Verizon
- Deleted: The Parties acknowledge
- Deleted: Verizon
- Deleted: inhibit or facilitate \*\*\*CLEC Acronym TE\*\*\*s
- Deleted: Verizon's
- Deleted: \*\*\*CLEC Acronym TE\*\*
- Deleted: its own

**43. Territory**

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

43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person, provided, however, that such termination shall be permissible only if Verizon assigns its duties and obligations under this Agreement, in accordance with Section 5 of this Agreement, to the third person and the third person agrees in writing to assume all of Verizon's duties and obligations hereunder with respect to such territory or portion thereof. Verizon shall provide Bright House with at least 90 calendar days prior written notice of such termination, which notice shall not be effective unless it is accompanied by the written assignment and acknowledgement by the third person noted above.

- Deleted: \*\*\*CLEC Acronym TE\*\*\*
- Deleted: upon the date specified in the notice

**44. Third Party Beneficiaries**

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

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

**46. 252(i) Obligations**

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

**47. Use of Service**

Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement applicable to the use of Services obtained by it under this Agreement.

- Deleted: (including, but not limited to the provisions of applicable Tariffs)
- Deleted: purchased

**48. Waiver**

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

49. **Warranties**

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

50. **[Intentionally Left Blank]**

51. **Payment for Services**

- 51.1 This Agreement contains numerous provisions requiring performance of multiple functions by each Party that provide benefits to the other Party and/or the other Party's Customers and End Users. By way of example and not limitation, each Party provides the other Party with interconnection arrangements, transport and termination of traffic, number portability, and dialing parity.
- 51.2 Because of these multiple offsetting obligations, no performance of an obligation by one Party under this Agreement shall be construed to create an obligation on the other Party to pay the performing Party for performing that obligation, including without limitation the provision of any Service, activity, function, or performance under or relating to this Agreement. Any and all payment obligations that exist or arise under this Agreement are expressly set forth in this Agreement using language that expressly states that payment for the particular activity is required and that states what specific payment is required
- 51.3 For the avoidance of doubt, the fact that a Party places an Order under this Agreement, whether by means of an LSR, an ASR, or otherwise, shall not be construed to mean or imply that the Party placing the Order has an obligation under this Agreement, or at all, to make any payments to the other Party in compensation for the Service. Any payment obligations that exist under this Agreement are expressly stated in this Agreement.
- 51.4 For the convenience of Verizon, the Pricing Attachment to this Agreement is Verizon's standard Pricing Attachment as of the Effective Date of this Agreement for Florida. The Parties acknowledge that they have made no effort to eliminate from the Pricing Attachment references to or prices for activities, functions, and/or Services that are not chargeable or otherwise subject to any payment obligation under this Agreement. For avoidance of doubt, notwithstanding anything in the Pricing Attachment to the contrary, nothing in the Pricing Appendix creates or shall be construed to create any obligation on the part of either Party to pay for any particular activity, function, performance, or Service under this Agreement. Instead, the Pricing Attachment is for reference only, and the fact that the Pricing Attachment may contain a price for a particular activity, function, performance and/or Service shall not be construed to create any payment obligation. Instead, as provided in Section 50.2, each and every

**Deleted:** <#>Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to \*\*\*CLEC Acronym TE\*\*\*.¶ <#>Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with thirty (30) days prior written notice to \*\*\*CLEC Acronym TE\*\*\* terminate any provision of this Agreement that provides for the payment by Verizon to \*\*\*CLEC Acronym TE\*\*\* of compensation related to traffic, including, but not limited to, Reciprocal Compensation and other types of compensation for termination of traffic delivered by Verizon to \*\*\*CLEC Acronym TE\*\*\*. Following such termination, except as otherwise agreed in writing by the Parties, Verizon shall be obligated to provide compensation to \*\*\*CLEC Acronym TE\*\*\* related to traffic only to the extent required by Applicable Law. If Verizon exercises its right of termination under this Section, the Parties shall negotiate in good faith appropriate substitute provisions for compensation related to traffic; provided, however, that except as otherwise voluntarily agreed by Verizon in writing in its sole discretion, Verizon shall be obligated to provide compensation to \*\*\*CLEC Acronym TE\*\*\* related to traffic only to the extent required by Applicable Law. If within thirty (30) days after Verizon's notice of termination the Parties are unable to agree in writing upon mutually acceptable substitute provisions for compensation related to traffic, either Party may submit their disagreement to dispute resolution in accordance with Section 14 of this Agreement.¶

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payment obligation established in this Agreement is expressly stated in the substantive terms of this Agreement.

**SIGNATURE PAGE**

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

**\*\*\*CLEC Full Name TE\*\*\***

**\*\*\*VERIZON COMPANY FULL NAME 1 TXT\*\*\***

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

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

Printed: **\*\*\*CLEC Signing Party TE\*\*\***

Printed: **\*\*\*Verizon Signing Party's Name MC\*\*\***

Title: **\*\*\*CLEC Signing Party's Title TE\*\*\***

Title: **\*\*\*Verizon Signing Party's Title MC\*\*\***

## GLOSSARY

### 1. General Rule

- 1.1 The provisions of Sections 1.2 through 1.4 and Section 2 apply with regard to the Principal Document.
- 1.2 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Principal Document, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act, or, if applicable, in Parts 51 and 52 of Title 47 of the Code of Federal Regulations. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision. Otherwise, words shall be given their normal English language meaning, except that terms with a specialized or generally understood meaning or application within the United States telecommunications industry as of the Effective Date shall be interpreted in light of that meaning.
- 1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.
- 1.4 The words "shall" and "will" are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

### 2. Definitions

- 2.1 Act.  
The Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).
- 2.2 [Intentionally left blank].
- 2.3 Affiliate.  
Shall have the meaning set forth in the Act.
- 2.4 Agent.  
An agent or servant.
- 2.5 Agreement.  
This Agreement, as defined in Section 1 of the General Terms and Conditions.
- 2.6 ALI (Automatic Location Identification) Database.

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

2.7 Ancillary Traffic.

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

2.8 ANI (Automatic Number Identification).

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

2.9 Applicable Law.

All effective laws, government regulations and government orders, including, without limitation, orders of the FCC and the Commission, applicable to each Party's performance of its obligations under this Agreement. For the avoidance of any doubt, when used in relation to unbundled Network Elements or Combinations of unbundled Network Elements, the term "Applicable Law" includes the Federal Unbundling Rules.

2.10 ASR (Access Service Request).

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

2.11 ATIS.

The Alliance for Telecommunications Industry Solutions.

2.12 BFR (Bona Fide Request).

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

2.13 Business Day.

Any day other than: (i) a Saturday or Sunday, (ii) a legal holiday in the state of Florida, or (iii) any other day on which commercial banks in Florida are authorized by law or government decree to close.

2.14 Calendar Quarter.

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

2.15 Calendar Year.

January through December.

2.16 [Intentionally Left Blank].

2.17 Call Back Number.

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

2.18 CCS (Common Channel Signaling).

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

2.19 Central Office.

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

2.20 Change in Applicable Law.

Any legislative, regulatory, judicial or other governmental decision, order, determination or action, that changes Applicable Law, and that materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement.

2.21 Claims.

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

2.22 CLEC (Competitive Local Exchange Carrier).

Any Local Exchange Carrier other than Verizon that is operating as a Local Exchange Carrier in the territory in which Verizon operates as an ILEC in the State of Florida. Bright House is a CLEC.

2.23 CLLI Codes.

Common Language Location Identifier Codes.

2.24 CMDS (Centralized Message Distribution System).

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

2.25 Commission.

The Florida Public Service Commission

2.26 Controlling 911 Authority.

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

2.27 CPN (Calling Party Number).

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

2.28 CPNI (Customer Proprietary Network Information).

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

2.29 Cross Connection.

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

2.30 Customer.

A subscriber to a Party's Telecommunications Services or to the services of an Affiliate of a Party, or a third party, that provides interconnected VoIP services where such interconnected VoIP services are connected to the public switched telephone network via a Party's Telecommunications Services. For avoidance of doubt, the term "Customer" includes third party residence, business or governmental End Users who receive interconnected VoIP Service from an affiliate of a Party, and also includes resellers or other entities to which a Party provides Telecommunications Services on a wholesale basis that are then used in connection with the provision by such entity of voice communications services to End Users.

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

2.31 Dark Fiber Loop.

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

2.32 Dark Fiber Transport.

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

2.33 Dedicated Transport.

A DS0-, DS1-, or DS3-capacity transmission facility between Verizon switches (as identified in the LERG) or UNE Wire Centers, within a LATA, that is dedicated to a particular end user or carrier. Dedicated Transport is sometimes referred to

as dedicated interoffice facilities ("IOF"). Dedicated Transport does not include any facility that does not connect a pair of Verizon UNE Wire Centers.

2.34 Default PSAP.

The PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call when it cannot be selectively routed, due to an ANI/key failure, or other cause, to the Designated PSAP.

2.35 Designated PSAP.

The primary PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call based upon the selective routing assigned to the geographic location of the End User.

2.36 Digital Signal Level.

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

2.37 Discontinued Facility.

Any facility, element, arrangement or the like that the Federal Unbundling Rules do not require Verizon to provide on an unbundled basis to Bright House, whether because the facility was never subject to an unbundling requirement under the Federal Unbundling Rules, because the facility by operation of law has ceased or ceases to be subject to an unbundling requirement under the Federal Unbundling Rules, or otherwise.

2.38 DS0 (Digital Signal Level 0).

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

2.39 DS1 (Digital Signal Level 1).

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

2.40 DS1 Dedicated Transport.

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

2.41 DS3 (Digital Signal Level 3).

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

2.42 DS3 Dedicated Transport.

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

2.43 DS3 Loop.

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

to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate.

2.44 EMI (Exchange Message Interface).

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

2.45 End Office.

A switching entity that is used for connecting lines to lines or lines to trunks, or that provides equivalent switching functions using different technology, for the purpose of originating/terminating voice calls or comparable traffic (e.g. facsimile transmissions). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.46 End User.

A business, governmental, consumer/residential or other entity that is not acting in the capacity of a Telecommunications Carrier that subscribes to a Telecommunications Service of a Telecommunications Carrier (including but not limited to a Party) and/or subscribes to an interconnected VoIP Service offered by a provider of such service (including but not limited to a Party or an affiliate of a Party). For avoidance of doubt, references to a "Bright House End User" refer to End Users that obtain connectivity to the PSTN directly or indirectly through Bright House's network, and references to a "Verizon End User" refer to End Users that obtain connectivity to the PSTN directly or indirectly through Verizon's network.

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2.47 Exchange Access.

Shall have the meaning set forth in the Act. For purposes of this Agreement, "Exchange Access" traffic shall fall into one of two exhaustive and mutually exclusive categories: "Toll Traffic," as defined herein, in which one of the Parties is the IXC; and "Meet Point Billing Traffic" as defined herein in which the Parties jointly provide exchange access service to a third-party IXC.

2.48 Extended Local Calling Scope Arrangement.

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

2.49 FCC.

The Federal Communications Commission.

2.50 FCC Internet Orders.

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

2.51 FCC Regulations/Rulings.

The unstayed, effective regulations promulgated by the FCC, as amended from time to time, including both FCC rules and regulations formally codified in the Code of Federal Regulations and, to the extent unstayed and effective, valid FCC requirements imposed in FCC orders and rulings but not so codified (including, by way of example but without limitation, the FCC Internet Orders).

2.52 Federal Unbundling Rules.

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

2.53 Feeder.

The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving End Office and a remote terminal or feeder/distribution interface.

2.54 FNID (Fiber Network Interface Device).

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

2.55 FTTP Loop.

A Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in an end user's serving End Office to the demarcation point at the end user's customer premises or to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to the end user's customer premises demarcation point, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the demarcation point at the respective end users' customer premises; provided, however, that in the case of predominantly residential multiple dwelling units

(MDUs), an FTTP Loop is a Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in the End Office that serves the multiunit premises: (a) to or beyond the multiunit premises' minimum point of entry (MPOE), as defined in 47 C.F.R. § 68.105; or (b) to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to or beyond the multiunit premises' MPOE, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the MPOE at the multiunit premises.

2.56 House and Riser Cable.

A two-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the Rate Demarcation Point for such facility (or NID) if the NID is located at such Rate Demarcation Point).

2.57 Hybrid Loop.

A Loop composed of both fiber optic cable and copper wire or cable. An FTTP Loop is not a Hybrid Loop.

2.58 IDLC (Integrated Digital Loop Carrier).

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

2.59 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.60 Intentionally left blank.

2.61 Inside Wire or Inside Wiring.

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

2.62 Interconnection Wire Center.

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

2.63 Internet Traffic.

Traffic in which a Customer or End User of a Party establishes a dial-up connection to the modems or functionally equivalent equipment or facilities of an Internet Service Provider by means of connections to the public switched telephone network provided to the Internet Service Provider by the other Party.

2.64 InterLATA Service.

Shall have the meaning set forth in the Act.

**Deleted:** Information Access.

**Deleted:** The provision of specialized exchange telecommunications services in a LATA in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services

**Deleted:** , including a provider of Internet access or Internet transmission services

**Deleted:** . Such specialized exchange telecommunications services include, where necessary, the provision of network control signaling, answer supervision, automatic calling number identification, carrier access codes, testing and maintenance of facilities, and the provision of information necessary to bill customers.

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

- 2.65 **IntraLATA.**  
Telecommunications that originate and terminate within the same LATA.
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- 2.67 **ISDN (Integrated Services Digital Network).**  
A switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two (2) 64 kbps bearer channels and one (1) 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23B+D).
- 2.68 **IXC (Interexchange Carrier).**  
A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.
- 2.69 **LATA (Local Access and Transport Area).**  
Shall have the meaning set forth in the Act.
- 2.70 **LEC (Local Exchange Carrier).**  
Shall have the meaning set forth in the Act.
- 2.71 **LERG (Local Exchange Routing Guide).**  
A Telcordia Technologies reference containing NPA/NXX routing and homing information.
- 2.72 **LIDB (Line Information Data Base).**  
Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and other entities and validation data for collect and third number-billed calls (e.g., data for billed number screening).
- 2.73 [Intentionally Left Blank].
- 2.74 [Intentionally left blank]
- 2.75 **Loop.**  
A transmission path that extends from a Main Distribution Frame or functionally comparable piece of equipment in a Customer's serving End Office, to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at the Customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.
- 2.76 **LSR (Local Service Request).**  
An industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect certain Services provided

under this Agreement, including without limitation resold Telecommunications Services, Network Elements, requests for number porting, the establishment of Directory Listings, and other functions.

2.77 Maintenance Control Office.

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

2.78 MDF (Main Distribution Frame).

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

2.79 Measured Internet Traffic.

Internet Traffic originated by a Customer of one Party on that Party's network at a point in ~~that Party's~~ local calling area, and delivered to ~~the modems or functionally equivalent equipment or facilities of an~~ Internet Service Provider served by the other Party, at a point in the same local calling area. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) (as defined in the Interconnection Attachment) does not constitute Measured Internet Traffic. For avoidance of doubt, the Parties expressly acknowledge that in the November 5, 2008 FCC Internet Order, the FCC ruled that Internet Traffic is subject to Reciprocal Compensation and that, as a result, Reciprocal Compensation Traffic includes Internet Traffic, subject to the FCC's rules and rulings regarding intercarrier compensation applicable to such traffic.

- Deleted:** Dial-up, switched
- Deleted:** a Verizon
- Deleted:** a Customer
- Deleted:** , on that other Party's network
- Deleted:** Verizon
- Deleted:** Verizon local calling areas shall be as defined by Verizon.

2.80 MECAB (Multiple Exchange Carrier Access Billing).

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

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

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

2.82 Meet Point Billing Traffic.

Traffic that (a) originates on the network of one Party, is exchanged with the other Party at a POI established under this Agreement, and is delivered by the other Party to an Interexchange Carrier or (b) is delivered by an Interexchange Carrier to one Party, is exchanged with the other Party at a POI established under this Agreement, and terminates on the network of the other Party.

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2.83 Mobile Wireless Services.

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

2.84 NANP (North American Numbering Plan).

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

2.85 Network Element.

Shall have the meaning stated in the Act.

2.86 NID (Network Interface Device).

An interface provided by a Party terminating that Party's communications network on the property where the Customer's service is located, at a point determined by the Party placing the NID. A Verizon NID shall contain an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon's network.

2.87 911/E-911 Call(s).

Call(s) made by the Bright House End User by dialing the three digit telephone number "911" to facilitate the reporting of an emergency requiring response by a public safety agency.

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end user

2.88 911/E-911 Service Provider.

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

2.89 Non-Revertive.

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

2.90 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and telephone numbers bearing such NPA are typically associated with services provided within

that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

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

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

2.92 Order.

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

2.93 Originating Switched Access Detail Usage Data.

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

2.94 POI (Point of Interconnection).

The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. POIs include (i) a technically feasible point on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement. The Interconnection Attachment sets forth the Parties' obligations with respect to the establishment of POIs.

2.95 Primary Reference Source.

Equipment that provides a timing signal that may be used as the basis of reference for the control of other clocks within a network.

2.96 Principal Document.

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

2.97 Providing Party.

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

2.98 PSAP.

Public Safety Answering Point.

2.99 Purchasing Party.

A Party requesting or receiving a Service from the other Party under this Agreement. For the avoidance of doubt, the use of the term "Purchasing Party" does not necessarily indicate that the Service requested or received by such

Party gives rise to a payment obligation, if no such obligation otherwise exists under this Agreement or Applicable Law.

2.100 Qualifying UNE.

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

2.101 Qualifying Wholesale Services.

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

2.102 Rate Center Area.

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services.

2.103 Rate Center Point.

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

2.104 Rate Demarcation Point.

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

2.105 Reciprocal Compensation.

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

2.106 Reciprocal Compensation Traffic.

Telecommunications traffic exchanged between the Parties and subject to Reciprocal Compensation under Applicable Law. For avoidance of doubt, the Parties expressly acknowledge that in the November 5, 2008 FCC Internet Order, the FCC ruled that Internet Traffic is subject to Reciprocal Compensation and that, as a result, Reciprocal Compensation Traffic includes Internet Traffic, subject to the FCC's rules and rulings regarding intercarrier compensation applicable to such traffic.

2.107 Retail Prices.

**Deleted:** originated by a Customer of one Party on that Party's network

**Deleted:** terminated

**Deleted:** a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined by Verizon.

**Deleted:** Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined by Verizon, and based on the actual originating and terminating points of the complete end-to-end communication; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; (7) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment); or, (8) Virtual Foreign Exchange Traffic (or VFX Traffic) (as defined in the Interconnection Attachment). For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

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

2.108 Routing Point.

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

2.109 Service.

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

2.110 [Intentionally Left Blank].

2.111 SS7 (Signaling System 7).

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

2.112 Subsidiary.

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

2.113 Sub-Loop Distribution Facility.

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

2.114 Switched Exchange Access Service.

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

2.115 Tandem.

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

2.116 Tariff.

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

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2.116.2 Any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers to provide a service, function, or arrangement.

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2.116.3 For avoidance of doubt, no Service offered or provided under this Agreement shall be subject to either Party's Tariff except to the extent that this Agreement expressly states that a Party's Tariff, rather than, or in addition to, the provisions of this Agreement, shall apply to such Service.

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

2.117 Telcordia Technologies.

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

2.118 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.119 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.120 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.121 Terminating Switched Access Detail Usage Data.

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

2.122 Third Party Claim.

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.

2.123 Toll Traffic.

Traffic that meets the definition set forth in the Act for the term "Telephone Toll Service" and as to which one of the Parties is providing the service to the affected End User(s) and imposing on such End User(s) the separate charge referred to in that definition. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA. For avoidance of doubt, traffic that meets the definition set forth in the Act for the term "Telephone Toll Service" but as to which

Deleted: is originated by a Customer of one Party on that Party's network

Deleted: terminates

Deleted: a Customer of the other Party on that other Party's network

Deleted: is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic.

a third party carrier provides the service to the affected End User(s) and imposes on such End User(s) the separate charge referred to in that definition shall be treated as Meet Point Billing Traffic for purposes of this Agreement.

2.124 Toxic or Hazardous Substance.

Any substance designated or defined as toxic or hazardous under any "Environmental Law" or that poses a risk to human health or safety, or the environment, and products and materials containing such substance. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.125 Traffic Factor 1.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic.  $(\{ \text{Interstate Traffic Total Minutes of Use (excluding Measured Internet Traffic Total Minutes of Use)} \} \div \{ \text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use} \}) \times 100$ . Until the form of a Party's bills is updated to use the term "Traffic Factor 1", the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU".

2.126 Traffic Factor 2.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and (to the extent not already counted) Measured Internet Traffic by the combined total number of minutes of intrastate traffic and Measured Internet Traffic.  $(\{ \text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use} \} \div \{ \text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use} \}) \times 100$ . Until the form of a Party's bills is updated to use the term "Traffic Factor 2", the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU".

2.127 Triennial Review Remand Order (TRRO).

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

2.128 Trunk Side.

A Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another carrier's network. Trunk side connections offer those transmission and

signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

2.129 UDLC (Universal Digital Loop Carrier).

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

2.130 UNE Wire Center.

Shall have the same meaning as "Wire Center" set forth in 47 C.F.R. § 51.5.

2.131 V and H Coordinates Method.

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

2.132 Voice Grade.

Either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56-64 kbps channel), the terms "DS0" or "sub-DS1" may also be used.

2.133 Voice over Internet Protocol Service or VoIP Service

Shall have the meaning set forth for the term "Interconnected VoIP Service" in 47 C.F.R. § 9.3.

2.134 xDSL.

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

**ADDITIONAL SERVICES ATTACHMENT**

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**1. Alternate Billed Calls**

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

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

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

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**4. Directory Listing and Directory Distribution**

Verizon will provide directory and listing services to Bright House on a just, reasonable and nondiscriminatory basis as required by Applicable Law and as specified herein.

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Such services will be provided in accordance with the terms set forth

**4.1 Listing Information.**

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

**4.2 Listing Information Supply.**

Bright House shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format reasonably required by Verizon or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed) all Listing Information (including additions, changes, and deletions) and the service address for each Bright House Customer whose service address location falls within the geographic area covered by the relevant Verizon directory and who wishes to be included in a Verizon directory or directory listing database. Bright House shall also provide to Verizon as promptly as commercially reasonable, but no less frequently than daily, (a) information showing Bright House Customers listed in a Verizon directory or included in a Verizon directory information database who have disconnected or terminated their service with Bright House; and (b) delivery information for each Bright House Customer not included in a Verizon directory or directory information database, to enable Verizon to perform its directory distribution responsibilities. Verizon shall distribute directories to Bright House End Users on the same basis and on the same schedule as Verizon distributed directories to its own End Users. Verizon shall promptly provide to Bright House (normally within forty-eight (48) hours of receipt by Verizon, excluding non-business days) a query on any listing that is not acceptable. Bright House shall impose no charges on Verizon for providing this information, and Verizon shall impose no charges of any nature on Bright House for including this information in its directories and databases, it being acknowledged by both Parties that each Party benefits from the mutual provision of these functions.

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4.3 Listing Inclusion and Distribution.

Verizon shall include at no nonrecurring, monthly recurring, ordering or order processing, or other charge either to Bright House or Bright House's Customers or End Users, the primary listing, in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, for each Bright House Customer/End User who wishes to be included in Verizon's directories, and shall provide initial distribution of such directories to such Bright House Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of Bright House's Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. Bright House shall be entitled to direct Verizon to provide, for Bright House Customers/End Users, any additional, foreign, and other listings products as may be available to Verizon's Customers under a Verizon Tariff. If and to the extent that Bright House orders such additional, foreign or other listings products, Verizon shall bill, and Bright House shall pay, the same rates for such listing products as would apply to a Verizon Customer ordering the such a service. Other than the same tariffed charges that would apply to a Verizon End User ordering such a directory service, Verizon shall impose no charges of any nature on Bright House for including any Bright House information in Verizon's directories and databases or for distributing its directories.

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4.4 Verizon Information.

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

4.5 Confidentiality of Listing Information.

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

(b) Information regarding the name and/or location of Bright House customers provided to Verizon in connection with facilitating the establishment of directory listings and/or delivery of directories shall be treated as Confidential Information and shall be used by Verizon solely for the purpose of establishing a listing and/or delivery of directories, as the case may be. For the avoidance of

doubt, until such time as the information becomes publicly available by being included in a directory or directory database, it shall be a material breach of this Agreement for Verizon to provide information obtained from Bright House in connection with the establishment of listings or the delivery of directories to any person, division, unit, or operation within Verizon or any affiliate or contractor of Verizon other than such persons, divisions, units or operations involved establishing/maintaining directories and/or the distribution of directories, including without limitation any persons, divisions, units or operations with a role in or responsibility for the sale or marketing of Verizon services to End Users. Verizon expressly agrees that in the event of an actual or threatened breach of this provision, and without limiting or excluding any other remedies that Bright House may have under this Agreement or under Applicable Law, Bright House shall be entitled to an immediate injunction prohibiting Verizon from providing such information to any such person, division, unit or operation within Verizon or any affiliate or contractor of Verizon and directing the immediate return or destruction of any such information that was previously so provided.

4.6 Accuracy.

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

4.7 Indemnification.

Bright House shall adhere to all generally applicable practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, Bright House warrants to Verizon that Bright House has the right to provide such Listing Information to Verizon on behalf of its Customers. Bright House shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. Bright House agrees to release, defend, hold harmless and indemnify Verizon, in accordance with Section 20 of the General Terms and Conditions, from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by Bright House hereunder.

4.8 Liability.

In accordance with Section 25 of the General Terms and Conditions, Verizon's liability to Bright House in the event of a Verizon error in or omission of a Bright House Customer listing shall not exceed the amount actually paid by Bright House to Verizon for such listing. Bright House agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to Bright House's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers as set forth in Verizon's Tariffs.

4.9 Service Information Pages.

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

4.10 Directory Publication.

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

4.11 Other Directory Services.

Bright House acknowledges that if Bright House desires directory services in addition to those described herein and that Verizon is not otherwise required to provide under Applicable Law, such additional services shall be obtained under separate agreement with Verizon's directory publishing company. In such event, Verizon shall provide commercially reasonable cooperation to Bright House, including without limitation the provision of appropriate contact information for such directory publishing company, to facilitate Bright House in negotiating such a separate agreement.

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5. Voice Information Service Traffic

5.1 For purposes of this Section 5, (a) Voice Information Service means a service that provides (i) recorded voice announcement information or (ii) a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under Section 7 of the Interconnection Attachment.

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

5.3 Bright House shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to Verizon's network. In the event Bright House exercises such option, Bright House will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized to allow Bright House to route Voice Information Service Traffic originated on its network to Verizon. For such Voice Information Service Traffic, unless Bright House has entered into a written agreement with Verizon under which Bright House will collect from Bright House's Customer and remit to Verizon the Voice Information Service provider's charges, Bright House shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to Bright House. Bright House shall pay Verizon such charges in full regardless of whether or not Bright House collects such charges from its own Customer.

**6. Intercept and Referral Announcements**

Neither Party shall have an obligation, under the terms of this Agreement, to provide any intercepts or referral announcements in connection with an End User of one Party transferring service to the other Party while simultaneously changing their telephone number. Nothing in this Section 6 shall be construed to limit any obligation that a Party may have to provide referral announcements under Applicable Law.

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

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

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

8.1 Definitions.

The terms listed below shall have the meanings stated below:

- 8.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing of any Verizon Service provided under or in connection with this Agreement.
- 8.1.2 Verizon OSS Services: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of Bright House Usage Information to Bright House pursuant to Section 8.3 of this Attachment; and, (b) "Verizon OSS Information", as defined in Section 8.1.4 of this Attachment.
- 8.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to Bright House.
- 8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, Bright House through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not

limited to: (a) any Customer Information related to a Verizon Customer or a Bright House Customer accessed by, or disclosed or provided to, Bright House through or as a part of Verizon OSS Services; and, (b) any Bright House Usage Information (as defined in Section 8.1.6 of this Attachment) accessed by, or disclosed or provided to, Bright House. Notwithstanding the foregoing, nothing in this Section 8 shall restrict Bright House's right to make use of any information of which Bright House is or becomes aware by means other than access to Verizon OSS, Verizon OSS Services, or Verizon OSS Facilities.

- 8.1.5 Verizon Retail Telecommunications Service: Any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.
- 8.1.6 Bright House Usage Information: For a Verizon Retail Telecommunications Service purchased by Bright House pursuant to the Resale Attachment, the usage information that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.
- 8.1.7 Customer Information: CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

8.2 Verizon OSS Services.

- 8.2.1 Upon request by Bright House, Verizon shall provide to Bright House Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law, except that, to the extent that Applicable Law requires Verizon to provide a Service to Bright House, Verizon shall make Verizon OSS Services available to Bright House to the extent reasonably necessary to allow Bright House to efficiently and effectively Order such Service and communicate with Verizon regarding necessary maintenance with respect to it.
- 8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of Bright House.
- 8.2.3 Notwithstanding any other provision of this Agreement, Verizon shall provide Bright House with such advance notice as is commercially reasonable in the circumstances of any material change to any Verizon OSS Services provided to Bright House. Without limiting the foregoing, and by way of illustration and example, Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as

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such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon OSS Services. Verizon's OSS Change Management Guidelines will be set out on a Verizon website. No change by Verizon to its OSS shall have the effect of causing any service, function or transaction which is not chargeable to Bright House as of the Effective Date, to become a chargeable function hereunder.

- 8.3 Bright House Usage Information.
- 8.3.1 Upon request by Bright House, Verizon shall provide to Bright House Bright House Usage Information. Such Bright House Usage Information will be provided in accordance with, but only to the extent required by, Applicable Law.
  - 8.3.2 Bright House Usage Information will be available to Bright House through Network Data Mover (NDM) or other such media as mutually agreed by both Parties.
  - 8.3.3 Bright House Usage Information will be provided in an ATIS EMI format.
  - 8.3.4 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Bright House Usage Information will be provided to Bright House shall be determined by Verizon.
- 8.4 Access to and Use of Verizon OSS Facilities.
- 8.4.1 Verizon OSS Facilities may be accessed and used by Bright House only to the extent necessary for Bright House's access to and use of Verizon OSS Services pursuant to this Agreement.
  - 8.4.2 [Intentionally left blank]
  - 8.4.3 Bright House shall restrict access to and use of Verizon OSS Facilities to Bright House. This Section 8 does not grant to Bright House any right or license to grant sublicenses to other persons, or permission to other persons (except Bright House's employees, agents and contractors, in accordance with Section 8.4.7 of this Attachment), to access or use Verizon OSS Facilities.
  - 8.4.4 Bright House shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for Bright House's use under this Section 8.
  - 8.4.5 Bright House shall comply with all commercially reasonable practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

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- 8.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by Bright House only in connection with Bright House's use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by Bright House as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by Bright House to Verizon upon the earlier of request by Verizon or the expiration or termination of this Agreement.
- 8.4.7 Bright House's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Bright House's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by Bright House's employees, agents, or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.3.2 of this Attachment.
- 8.5 Verizon OSS Information.
- 8.5.1 Subject to the provisions of this Section 8, in accordance with, but only to the extent required by, Applicable Law, Verizon grants to Bright House a non-exclusive license to use Verizon OSS Information.
- 8.5.2 Subject to Section 8.1.4, all Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, Bright House shall acquire no rights in or to any Verizon OSS Information.
- 8.5.3 The provisions of this Section 8.5.3 shall apply to all Verizon OSS Information, except (a) Bright House Usage Information, (b) CPNI of Bright House, and (c) CPNI of a Verizon Customer or a Bright House Customer, to the extent the Customer has authorized Bright House to use the CPNI.
- 8.5.3.1 Verizon OSS Information may be accessed and used by Bright House only to provide Telecommunications Services to Bright House Customers.
- 8.5.3.2 Bright House shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions.
- 8.5.3.3 Except as expressly stated in this Section 8, this Agreement does not grant to Bright House any right or license to grant sublicenses to other persons, or permission to other persons (except Bright House's employees, agents or contractors, in accordance with Section 8.5.3.4 of this Attachment), to access, use or disclose Verizon OSS Information.

- 8.5.3.4 Bright House's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Bright House's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by Bright House's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.3.2 of this Attachment.
- 8.5.3.5 Bright House's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by Bright House to provide Telecommunications Services to Bright House Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of this Agreement.
- 8.5.3.6 All Verizon OSS Information received by Bright House shall be destroyed or returned by Bright House to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.
- 8.5.4 Unless sooner terminated or suspended in accordance with this Agreement or this Section 8 (including, but not limited to, Section 2.2 of the General Terms and Conditions and Section 8.6.1 of this Attachment), Bright House's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of this Agreement.
- 8.5.5 Audits.
  - 8.5.5.1 Verizon shall have the right (but not the obligation) to audit Bright House to ascertain whether Bright House is complying with the requirements of Applicable Law and this Agreement with regard to Bright House's access to, and use and disclosure of, Verizon OSS Information.
  - 8.5.5.2 Without in any way limiting any other rights Verizon may have under this Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor Bright House's access to and use of Verizon OSS Information which is made available by Verizon to Bright House pursuant to this Agreement, to ascertain whether Bright House is complying with the requirements of Applicable Law and this Agreement, with regard to Bright House's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Bright House's access to and use of Verizon OSS Information which is made available by Verizon to Bright House through Verizon OSS Facilities.
  - 8.5.5.3 Information obtained by Verizon pursuant to this Section 8.5.5 shall be treated by Verizon as Confidential Information

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

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

8.6 Liabilities and Remedies.

8.6.1 Any breach by Bright House, or Bright House's employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 of this Attachment shall be deemed a material breach of this Agreement. In addition, if Bright House or an employee, agent or contractor of Bright House at any time breaches a provision of Sections 8.4 or 8.5 of this Attachment and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to Bright House, to suspend the license to use Verizon OSS Information granted by Section 8.5.1 of this Attachment and/or the provision of Verizon OSS Services, in whole or in part. If the Parties disagree as to whether a material breach has occurred, the matter shall be treated as a dispute pursuant to Section 14 of the General Terms and Conditions.

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

8.7 Relation to Applicable Law.

The provisions of Sections 8.4, 8.5 and 8.6 of this Attachment with regard to the confidentiality of information shall be in addition to and not in derogation of any provisions of Applicable Law with regard to the confidentiality of information and the use of confidential information disclosed by one Party to the other, including, but not limited to, 47 U.S.C. § 222, and nothing in this Agreement is intended to constitute a waiver by either Party of any right with regard to protection of the confidentiality of, or limitations on the use of, the information of such Party or such Party's Customers provided by Applicable Law. Each Party agrees to abide by all requirements of 47 U.S.C. 222 in connection with the performance of their obligations, and the exercise of their rights, under this Agreement, and each Party agrees that the other Party would be irreparably injured by a breach of this Section 8.7 by the Party or its employees, agents or contractors, and that each Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in

addition to any other remedies available under this Agreement or at law or in equity.

8.8 Cooperation.

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

8.8.1 Upon request by Verizon, Bright House shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Verizon reasonable, non-binding, good faith estimates of the volume of each type of OSS transaction that Bright House anticipates submitting in each month of the next Calendar Quarter.

8.8.2 Bright House shall reasonably cooperate with Verizon in submitting orders for Verizon Services and otherwise using the Verizon OSS Services, in order to avoid exceeding commercially reasonable limitations on the capacity or capabilities of such Verizon OSS Services.

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

8.9 Verizon Access to Information Related to Bright House Customers.

8.9.1 Verizon shall have the right to access, use and disclose information related to Bright House Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized in the manner required by Applicable Law. Notwithstanding the foregoing or anything else in this Agreement, all information regarding the name, address, or other identifying information of Customers who have chosen to take service from Bright House or a Bright House affiliate but have not yet begun receiving such service, as well as all advance information regarding the timing of any such Customer's becoming a Bright House Customer, that Verizon may possess or come to possess as a result of either Party performing any obligations or exercising any rights under this Agreement, shall be deemed to be Bright House Confidential Information, and Verizon shall not use any such information it may possess except in accordance with Applicable Law, including 47 U.S.C. § 222(b) and FCC rules and rulings relating to 47 U.S.C. § 222(b).

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TE\*\*\* Customer

8.9.2 As of the Effective Date, the Parties acknowledge that they have executed a separate agreement permitting Verizon to access Bright House's OSS in order to facilitate Verizon's receipt of Services from Bright House hereunder.

8.10 [Intentionally Left Blank].

8.11 Cancellations

Verizon may cancel orders for service for which Verizon has previously notified Bright House that Bright House must take certain action in connection with such orders (e.g., correct order error or provide additional information) and there has been no Bright House activity in connection with such orders within thirty-one (31) consecutive calendar days after the original service due date.

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

9.1 Verizon shall afford Bright House non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Verizon. The Parties acknowledge that as of the Effective Date hereof, they have entered into a separate agreement setting out the terms and conditions under which Bright House may access Verizon's poles, ducts, conduits and rights-of-way.

9.2 [Intentionally Left Blank].

**10. Telephone Numbers**

10.1 This Section applies in connection with Bright House Customers served by Telecommunications Services provided by Verizon to Bright House for resale.

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

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

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

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

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

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

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

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12. **Unauthorized Carrier Change Charges**

In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition (all such charges together, the "Carrier Change Charges"), including to the appropriate primary Telephone Exchange Service provider. Such Carrier Change Charges may be assessed on the requesting Party by the other Party at any time after the Customer is restored to its Customer-authorized condition. Notwithstanding the foregoing, the Parties agree to negotiate in good faith to establish a commercially reasonable means by which a Customer of one Party who has chosen to obtain service from the other Party may promptly remove any "PIC Freeze" or similar arrangement such Customer may have established.

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

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**1. General**

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

**2. Points of Interconnection And Interconnection Format**

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2.1 Point(s) of Interconnection.

2.1.1 Each Party, at its own expense, shall provide transport facilities as required to deliver traffic originating on, or transiting through, its network to the technically feasible Point of Interconnection on Verizon's network in a LATA selected by Bright House. To meet this obligation, a Party may:

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- 2.1.1.1 provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or
- 2.1.1.2 obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third party, or, (b) if the other Party offers such transport pursuant to a Tariff, from the other Party under the terms of such Tariff.

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2.1.2 Interconnection Format

At Bright House's option, the Parties shall interconnect their networks using either TDM (older standard PSTN signaling format) or Internet Protocol (IP) (modern signaling format). IP-based arrangements are described in Section 3.2 of this Interconnection Attachment.

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2.2 Trunk Types And Trunk Administration.

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

- 2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA

toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, and, Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment;

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

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2.2.1.3 Bright House Third Party Access Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Verizon's End Users and purchasers of Switched Exchange Access Service via Bright House's network, in accordance with Sections 9 through 11 of this Attachment.

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

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2.2.1.5 A trunk group for Tandem Transit Traffic inbound from Verizon to Bright House.

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2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E-911 Trunks) or in other separate agreements between the Parties (e.g., directory assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic). In addition, either Party may request the establishment of a separate trunk group for the exchange of any type of traffic whose technical or billing requirements make such a separate trunk group commercially reasonable. If the Parties cannot agree within a period not to exceed sixty (60) days on the establishment of a requested separate trunk group, then either Party may invoke the Dispute Resolution provisions of Section 14 of the General Terms.

2.2.3 In accordance with the terms of this Agreement, as Bright House may elect, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).

2.2.4 The Parties shall establish, at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Verizon Tandem in a LATA with a subtending End Office(s) to which Bright House originates calls for Verizon to terminate.

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- 2.2.5 In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time within a month for three consecutive months; (b) 200,000 minutes of use during each month for three consecutive months; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use during each month for three consecutive months: (i) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing End Office One-Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network; or, (ii) if Two-Way Interconnection Trunks are used, Bright House shall promptly submit an ASR to Verizon to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network.
- 2.2.6 Except as otherwise agreed in writing by the Parties, the total number of Tandem Interconnection Trunks between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, Bright House shall promptly submit an ASR to Verizon to establish new or additional End Office Trunks to insure that the volume of traffic between the technically feasible Point of Interconnection on Verizon's network and the Verizon Tandem does not exceed the capacity of the 240 trunks.
- 2.2.7 In the case of a One-Way Interconnection Trunk group, the Party originating traffic over the trunk group shall have administrative responsibility for initiating requests to establish such a trunk group, add trunks to it, or remove trunks from it. Bright House shall have administrative responsibility for initiating request to establish a Two-Way Interconnection Trunk group and for initiating requests to add trunks to or remove trunks from it.
- 2.2.8 Trunk Forecasts. The Parties acknowledge that as of the Effective Date they are routinely sending in excess of twenty-five million (25,000,000) minutes of traffic per month to each other. As long as the volume of traffic each Party sends to the other Party has exceeded seventy-five million (75,000,000) minutes over the preceding ninety (90) days, then the Parties' forecasting obligation with regard to trunks shall be met by each Party advising the other Party of any anticipated trunking needs that would constitute a material change from the trend established over the prior six (6) month period. If the amount of traffic either Party sends to the other Party falls below the level set forth in the preceding sentence, then upon the request of either Party, the Parties shall negotiate reasonable and appropriate forecasting requirements. If the Parties cannot agree on such requirements, their disagreement shall be subject to the dispute resolution procedures of Section 14 of the General Terms and Conditions.

2.2.9 A Party shall initiate requests to establish, add trunks to, or remove trunks from, a trunk group by sending the other Party an ASR, completed in accordance with OBF Guidelines as in effect from time to time. The use of the industry-standard ASR form for this purpose shall not be construed as establishing any obligation on the part of either Party to compensate the other Party for any activity in connection with the affected trunks or trunk groups. There shall be no charges assessed by one Party to the other with respect to trunks or trunk groups established under this Agreement.

2.3 One-Way Interconnection Trunks.

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2.3.2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from one Party to the other Party with a utilization level of less than sixty percent (60%) for final trunk groups and eighty-five percent (85%) for high usage trunk groups, unless the Parties agree otherwise, the Party with administrative responsibility for the trunk group will promptly initiate a request to the other Party to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for all final trunk groups and eighty-five percent (85%) for all high usage trunk groups. If the Party with administrative responsibility for the trunk group fails to initiate the request as required by this section, then, on no less than thirty (30) days written notice, the other Party may disconnect the excess Interconnection Trunks.

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2.4 Two-Way Interconnection Trunks.

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2.4.3 Prior to establishing any Two-Way Interconnection Trunks, Bright House shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of End Office and Tandem Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the

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

- 2.4.4 [Intentionally left blank]
- 2.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.
- 2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties shall utilize, at Bright House's option, B8ZS and Extended Super Frame (ESF) trunking at the DS3 level or above (including OC-3, OC-12, or OC-48, as traffic levels dictate), using, at Bright House's option, copper or fiber physical transport facilities for DS3-level connections.
- 2.4.7 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.
- 2.4.8 Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.01 during the average time consistent busy hour. Verizon and Bright House shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR 2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).
- 2.4.9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.
- 2.4.10 Bright House shall determine the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. Bright House shall have administrative responsibility for establishing Two-Way Interconnection Trunk groups and shall initiate additions of trunks to or removal of trunks from such trunk groups by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates.. Verizon's activity in establishing, adding trunks to, or removing trunks from such trunk groups shall be consistent with Verizon's effective standard intervals or negotiated intervals, as appropriate.
- 2.4.11 Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Tandem Two-Way

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Interconnection Trunk group and Bright House has not notified Verizon that it has corrected such blocking, Verizon may submit to Bright House a Trunk Group Service Request directing Bright House to remedy the blocking. Upon receipt of a Trunk Group Service Request, Bright House will complete an ASR to establish or augment the End Office Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within a commercially reasonable time.

2.4.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. Bright House will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Bright House will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event Bright House fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may, on no less than thirty (30) days written notice to the other Party, disconnect the excess Interconnection Trunks,

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2.4.14 Bright House will route its traffic to Verizon over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from Bright House to a Verizon End Office will first be routed to the End Office Interconnection Trunk group between Bright House and the Verizon End Office.

### 3. Alternative Interconnection Arrangements

#### 3.1 Fiber Meet Arrangement Provisions.

3.1.1 A Fiber Meet arrangement shall be established at the request of Bright House, and may be established at the request of Verizon, upon written notice to the other Party, if the Parties have consistently been exchanging an amount of applicable traffic (as set forth in Section 3.1.3 below) in the relevant exchanges equal to at least one (1) DS-3. Any such Fiber Meet arrangement shall be subject to the terms of this Agreement. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement, such agreement not to be unreasonably conditioned, withheld, denied or delayed, including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing,

**Deleted:** or bill (and \*\*\*CLEC Acronym TE\*\*\* shall pay) for the excess Interconnection Trunks at the applicable Verizon rates

**Deleted:** <#>Because Verizon will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and \*\*\*CLEC Acronym TE\*\*\*'s network, Verizon's performance in connection with these Two-Way Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.¶  
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augment and on any other technical specifications or requirements reasonably necessary to implement the Fiber Meet arrangement. Any dispute regarding the establishment or operation of a Fiber Meet arrangement shall be subject to the Dispute Resolution provisions of Section 14 of the General Terms and Conditions of the Agreement. For each Fiber Meet arrangement the Parties agree to implement, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A to Section 3 of the Interconnection Attachment Fiber Meet Arrangement Provisions. Each such document will be treated as Confidential Information.

- 3.1.2 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. Except as otherwise agreed by the Parties, Verizon shall not be required to construct or deploy more than two thousand five hundred (2500) feet of fiber cable for a Fiber Meet arrangement.
- 3.1.3 A Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of any traffic that they may lawfully exchange in accordance with Applicable Law.
- 3.1.4 Each Party shall bear its own costs and expenses in establishing a Fiber Meet arrangement. Other than per-minute intercarrier compensation charges as specified in this Interconnection Attachment, neither Party shall impose any charges on the other Party in connection with the establishment or use of a Fiber Meet arrangement.
- 3.1.5 Each Party will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to the other Party under the Agreement.

3.2 IP-Based Interconnection

(a) At Bright House's option, Bright House and Verizon shall interconnect their networks using IP format and signaling arrangements.

(b) To initiate IP-based interconnection, Bright House shall send a written request for such interconnection in accordance with the provisions of Section 29 of the General Terms and Conditions.

(c) Promptly following Verizon's receipt of such written request, the Parties shall negotiate in good faith and in a commercially reasonable manner to establish the technical and operational terms necessary to establish IP-format interconnection between their networks, including a commercially reasonable schedule for the establishment of such interconnection. If the Parties are not able to agree on any such matters, the disagreements shall be resolved as provided for in Section 14 of the General Terms and Conditions of this Agreement, except that either Party shall be permitted to bring any disagreement regarding the terms of IP-format interconnection to the Commission or other appropriate forum at any time after the day which is sixty (60) days from the date on which Bright House's written

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**Deleted:** <#> Reciprocal Compensation Traffic between the Parties' respective Telephone Exchange Service Customers;¶ <#> Translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic between the Parties' respective Telephone Exchange Service Customers;¶ <#> IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers;¶ <#> Tandem Transit Traffic; and¶ <#> Measured Internet Traffic.¶ To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the types set forth in Sections 3.1.3.1 and/or 3.1.3.5, other than the obligation to pay intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Agreement. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.2, the transport and termination of such traffic shall be subject to the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.3, the Party originating such traffic shall compensate the terminating Party for the transport and termination of such traffic at the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.4, Verizon shall charge (and \*\*\*CLEC Acronym TE\*\*\* shall pay) Verizon's applicable rates and charges as set forth in the Agreement and Verizon's applicable Tariffs, including trar... [3]

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request is deemed to have been received by Verizon in accordance with Section 29 of the General Terms and Conditions.

#### 4. Initiating Interconnection

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

#### 5. Transmission and Routing of Traffic

##### 5.1 Scope of Traffic.

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

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

- 5.2.1 For both One-Way and Two-Way Interconnection Trunks, if Bright House elects to establish an OC-level or SIP interface at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates (if applicable) and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates (if applicable) and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.
- 5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if Bright House calls for the establishment of multiplexed DS3 facilities to a Verizon Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically

**Deleted:** (a) At Bright House's option, Bright House and Verizon shall interconnect their networks using SIP format and signaling arrangements.¶  
(b) SIP interconnection shall be provided by means of fiber or copper-based physical interconnection facilities, at Bright House's option.¶  
(c) The minimum data rate for SIP interconnection shall be 100 Megabits per second, in Ethernet format.¶  
(d) In a SIP-based interconnection, the Parties shall exchange all signaling information necessary to allow the Party receiving the traffic to convert it, if necessary, into TDM format, including all signaling information necessary to populate all relevant fields of standard PSTN SS7 signaling messages.¶  
(e) To the extent that either Party sends the other Party traffic that originated on the network of a third party (such as an IXC, wireless carrier, or third party LEC), that Party shall be responsible for converting such third party traffic into SIP format and for sending all PSTN signaling information that such Party receives from the third party, including without limitation ANI, CNAM, and OCN information, to the Party receiving the traffic. In addition, for Meet Point Billing traffic sent via an SIP interconnection, the Party providing the tandem functionality for the third party IXC shall record all information necessary to allow the Party receiving the traffic to bill such third party IXC and provide that information to the other Party, to the same extent as would apply to a TDM format interconnection, as specified in Section 10 of this Attachment.¶  
(f) The Parties shall negotiate in good faith and in a commercially reasonable manner to establish any other technical or other matters necessary to establish a SIP-based interconnection. If the Parties are not able to agree on any such matters, the disagreements shall be resolved as provided for in Section 14 of the General Terms and Conditions of this Agreement.

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feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates (if applicable) and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates (if applicable) and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

- 5.2.3 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.
- 5.2.4 [Intentionally left blank]
- 5.2.5 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk-engineering techniques for trunks subject to this Attachment.

5.3 Switching System Hierarchy and Trunking Requirements.

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

5.4 Signaling.

5.4.1 The Parties shall configure all trunks to use SS7 signaling. If a Party's technical limitations require the use of multi-frequency (MF) signaling on any trunk(s), for such trunks each Party will out pulse ten (10) digits to the other Party, unless the Parties mutually agree otherwise. 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.

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5.4.2 The Parties shall furnish each other with the *Jurisdiction Information Parameter (JIP)* in the Initial Address Message (IAM), according to industry standards.

5.5 Grades of Service.

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

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

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

- 6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment.
- 6.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.
- 6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.

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6.2 As of the Effective Date of this Agreement, both Parties have the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic) and therefore, each receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the Parties establish interconnection in any LATA in which the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in the same manner specified in the applicable Party's Tariffs, establishing terms and conditions associated with providing exchange access services in connection with toll-free calls. For purposes of this Agreement, and pursuant to the "mirroring rule" established by the FCC in the April 18, 2001 FCC Internet Order and re-affirmed in the November 5, 2008 FCC Internet Order, the Parties shall exchange all Reciprocal Compensation Traffic, including Measured Internet Traffic, at the \$0.0007 integrated transport and termination rate established by the FCC and specified in the Pricing Appendix.

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**Deleted:** Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance

**Deleted:** Paragraphs 8 and 79, and other applicable provisions, of the April 18, 2001 FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the April 18, 2001 FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the April 18, 2001 FCC Internet Order for rebutting such presumption before the Commission), as modified by the November 5, 2008 FCC Internet Order and other applicable FCC orders and FCC Regulations.

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6.3 Each Party reserves the right to audit all Traffic, up to a maximum of one audit per Calendar Year, to be conducted in accordance with Section 7 of the General Terms and Conditions, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit

disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

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

6.5 Each Party represents that the amount of traffic exchanged hereunder that originates on V/FX numbers (as defined below) on such Party's network, or terminates to V/FX numbers on such Party's network (such traffic, a Party's "V/FX Traffic") is not material in light of the volume of traffic exchanged between the Parties. Based on the accuracy of this mutual representation, the Parties agree that they shall classify and rate all traffic exchanged over local interconnection trunks based on calling party number and called party number or equivalent information sent in connection with the traffic, as provided for in, and subject to, Section 6.1, above.

6.5.1 If a Party's V/FX Traffic becomes material in light of the volume of traffic exchanged between the Parties, such Party will promptly notify the other Party, and the Parties will promptly implement arrangements to classify and rate such V/FX Traffic based on the actual geographic end-points of the communication. Not more than twice per calendar year, a Party may request, and the other Party shall provide, additional assurance that the total volume of such Party's V/FX Traffic is not material.

6.5.2 A "V/FX Number" is a telephone number assigned or otherwise provided to the Customer of a Party where the rate center associated with the NPA/NXX Code (as set forth in the LERG) is outside the Verizon local calling area (including mandatory EAS) of the physical location of the Customer to whom the number is assigned.

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

### 7.1 Reciprocal Compensation.

The Parties shall exchange Reciprocal Compensation Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer at the rate of \$0.0007, as specified in the Pricing Appendix.

No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the technically feasible Point(s) of Interconnection on Verizon's network in a LATA to its Customer; provided, however, for the avoidance of any doubt, Bright House shall also pay Verizon, at the rates set forth in the Pricing Attachment, for any collocation Services that Bright House obtains from Verizon, including any cross-connects or multiplexing that Bright House obtains in connection with a collocation arrangement.

The determination of whether traffic begins and ends in different local calling areas ("exchange areas") for purposes of its designation as Toll Traffic shall be based on the actual originating and terminating points of the complete end-to-end communication.

### 7.2 Traffic Not Subject to Reciprocal Compensation.

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~~Deleted: located, and otherwise that Verizon shall charge (\*\*CLEC Acronym TE\*\* shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic \*\*CLEC Acronym TE\*\* delivers to Verizon; it~~

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~~Deleted: that is delivered via a direct End Office trunk to the terminating Verizon End Office. It is~~

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~~Deleted: \*\*CLEC Acronym TE\*\* These rates are to be applied at the technically feasible Point(s) of Interconnection on Verizon's ne ... [4]~~

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Reciprocal Compensation shall apply to all traffic to which Section 251(b)(5) of the Act applies, but only to such traffic, as determined by the rules and rulings of the FCC. For avoidance of doubt, for purposes of this Agreement and in the absence of any Change in Applicable Law, Reciprocal Compensation shall not apply to the following types of traffic:

- 7.2.1 Interstate or intrastate Exchange Access.
- 7.2.2 [Intentionally Left Blank]
- 7.2.3 Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.
- 7.2.4 Traffic originated by a Customer of a Party's Optional Extended Local Calling Scope Arrangement.
- 7.2.5 Special access, private line, or any other traffic that is not switched by the terminating Party.
- 7.2.6 Tandem Transit Traffic.
- 7.2.7 Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).
- 7.2.8 [Intentionally left blank]
- 7.2.9 Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) shall be treated as provided for in Section 6.5 of this Interconnection Attachment.

7.3 [Intentionally left blank].

#### 8. Other Types of Traffic

- 8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Orders and other applicable FCC orders and FCC Regulations/Rulings; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Orders and other applicable FCC orders and FCC Regulations/Rulings. For the avoidance of doubt, the Parties agree and acknowledge that in accordance with the November 5, 2008 FCC Internet Order, Measured Internet Traffic is subject to Section 251(b)(5) and is therefore subject to Reciprocal Compensation, subject, however, to the rules regarding compensation for such traffic (including the rate cap and mirroring rule) set forth in the FCC Internet Orders and reaffirmed by the FCC in the November 5, 2008 FCC Internet Order.
- 8.2 [Intentionally left blank]
- 8.3 [Intentionally left blank]
- 8.4 Any traffic not specifically addressed in this Agreement shall be exchanged on a "bill-and-keep" basis, with no intercarrier compensation as between the Parties with respect to it. Either Party may request negotiation of an amendment to this Attachment to specify intercarrier compensation other than bill-and-keep for any

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type of traffic not specifically addressed in this Agreement and of which the Parties exchange at least a DS1's worth of traffic for a period of no less than three (3) consecutive months. If the Parties cannot agree on such an amendment either Party may invoke the Dispute Resolution procedures of Section 14 of the General Terms and Conditions of this Agreement.

8.5 [Intentionally left blank].

8.6 VOIP Traffic. The Parties agree that for purposes of this Agreement, either Party may exchange VOIP Traffic (as defined below) with the other Party, and that such VOIP Traffic will be exchanged according to the same terms and conditions and at the same rates that would apply under this Agreement to the same type of traffic (e.g. Reciprocal Compensation Traffic, Exchange Access Service traffic, or other traffic types, as such traffic types are defined herein, but without consideration of whether such traffic is originated, routed or switched according to Internet Protocol or some other protocol) that is not VOIP Traffic.

8.6.1 Certain Definitions. As used in this Section 8.6, the following terms shall have their stated meanings.

8.6.1.1 "VOIP Traffic" means voice communications and such other applications (e.g., fax transmissions) that (a) originate in Internet protocol ("IP") format at the end user's customer premises, are transmitted over a broadband connection to an IP service provider (including a Party or a third party) in IP format, are converted from IP format to circuit switched format (before delivery to the Terminating Party, or, as otherwise may be provided under this Agreement or separate agreement, after delivery to the Terminating Party), and are delivered by the Originating Party to the Terminating Party for termination by a circuit switch on the public switched telephone network ("VOIP-to-PSTN Traffic"); (b) originate in circuit-switched format on the public switched telephone network, are delivered to the Terminating Party, are converted from circuit-switched format to IP format (after delivery to the Terminating Party, or, as otherwise may be provided under this Agreement or separate agreement, before delivery to the Terminating Party), and terminated by an IP service provider (including a Party or a third party) in IP format over a broadband connection to the end user's customer premises ("PSTN-to-VOIP Traffic"); or (c) originate in IP format at the end user's customer premises, are transmitted over a broadband connection to an IP service provider (including a Party or a third party), are converted to circuit-switched format before delivery to the Terminating Party (or, as otherwise may be provided under this Agreement or separate agreement, such conversion may not take place), and are delivered (via interconnection trunks established in accordance with this Agreement) to the Terminating Party, for termination by an IP service provider (including a Party or a third party) in IP format over a broadband connection to the end user's customer premises ("VOIP-to-VOIP Traffic"); in each case including such traffic that is originated by a Party or by a third party; provided, however, that VOIP Traffic does not include Phone-to-Phone VOIP Traffic or toll free access code (8YY) traffic. For the avoidance of doubt, nothing in this Section 8.6 shall be construed to impose any obligation to exchange traffic in IP format, or to alter or affect any such obligation that otherwise may be imposed by this Agreement or separate agreement.

8.6.1.2 "Phone-to-Phone VOIP Traffic" means communications that originate and terminate on the public switched telephone network but are transmitted by Internet Protocol at some point in the middle, as set forth in

the FCC's Order, *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, FCC 04-97, WC Docket No. 02-361 (rel. April 21, 2004).

8.6.1.3 "Originating Party" means a Party that delivers traffic (including traffic that originates on the Originating Party's network and third-party traffic) to the other Party for termination on the other Party's network.

8.6.1.4 "Terminating Party" means a Party that terminates, on its network, traffic delivered by the Originating Party.

8.6.2 FCC VOIP Order. If the FCC issues an order on or after March 1, 2010 that specifies what compensation is due for the exchange of VOIP Traffic, or other such terms and conditions that apply to the exchange of VOIP Traffic, the terms of such order shall apply prospectively according to the implementation dates set forth in such order without the need for amendment to the Agreement; provided that if such order is modified, stayed, or set aside by the FCC or a court of competent jurisdiction, the Parties shall modify, stay, or set aside their implementation thereof accordingly. Neither Party shall be deemed under this subsection to have waived its right to dispute the specific effect of such terms on the specific circumstances presented (e.g. whether particular traffic qualifies for a particular treatment under the terms of such order). Such disputes, if any, shall be resolved in accordance with Section 14 of the Agreement.

8.6.3 Reservation. The terms of this Section 8.6 represent a negotiated compromise between the Parties. Nothing in this Section 8.6 shall be construed by an admission by either Party that, the terms of this Section 8.6 are required by Applicable Law, or that absent and apart from the terms of this Agreement, VOIP Traffic is or ought to be defined or treated in any particular way. By way of example and not of limitation, this section does not constitute an admission by either Party that VOIP Traffic is or is not Telecommunications Traffic, or that the exchange of VOIP Traffic constitutes the exchange of Telephone Exchange Service or Exchange Access. Notwithstanding the foregoing, each Party hereby agrees to abide by the terms of this Section 8.6.

## 9. Transmission and Routing of Exchange Access Traffic

### 9.1 Scope of Traffic.

Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between Bright House End Users and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where Bright House elects to have its End Office Switch subtend a Verizon Tandem and between Verizon End Users and Interexchange Carriers ("Bright House Third Party Access Trunks"), in any case where an IXC elects to use Bright House's network to carry access traffic between the IXC and a Verizon End Office elects to have its End Office Switch subtend a Verizon Tandem, (This includes, in each case, casually-dialed (1010XXX and 101XXXX) traffic).

### 9.2 Access Toll Connecting Trunk Group Architecture.

9.2.1 Bright House shall subtend one or more Verizon access Tandems. Bright House shall assign NPA/NXXs to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.

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- 9.2.2 Bright House shall have administrative responsibility to establish Access Toll Connecting Trunks between Bright House's network and Verizon's network. Where Verizon provides tandem functionality, Bright House shall use these trunks to provide its portion of Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Bright House's Customers via Verizon's tandem.
- 9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office Bright House utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) Verizon utilizes to provide Exchange Access in such LATA.
- 9.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Bright House's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access Tandem.
- 9.2.5 Nothing in this Section 9.2 of this Interconnection Attachment, or in any tariff, shall be construed to impose upon Bright House any obligation to compensate Verizon for any Verizon facilities or services that Verizon might provide in connection with the delivery of Switched Exchange Access traffic between Bright House's network and Interexchange Carriers, it being understood and acknowledged that Verizon shall recover any such compensation from such Interexchange Carriers, as provided in Section 10 of this Interconnection Attachment.

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9.3 Bright House Third Party Access Trunk Group Architecture.

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- 9.3.1 Verizon shall permit Bright House to route third-party-IXC access traffic from between Bright House's network and Verizon's End Offices via separate trunk groups established to carry such traffic.
- 9.3.2 Bright House shall have administrative responsibility to establish Bright House Third Party Access Trunks. Where Bright House provides tandem functionality, Verizon shall use these trunks to provide its portion of Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Verizon's Customers via Bright House's network.
- 9.3.3 The Bright House Third Party Access Trunks shall be two-way trunks. Such trunks shall connect the End Office Verizon utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to Bright House's network in such LATA.
- 9.3.4 Bright House Third Party Access Trunks shall be used solely for the transmission and routing of Exchange Access to allow Verizon's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to Bright House's network.

9.3.5 Nothing in this Section 9.3 of this Interconnection Attachment, or in any tariff, shall be construed to impose upon Verizon any obligation to compensate Bright House for any Bright House facilities or services that Bright House might provide in connection with the delivery of Switched Exchange Access traffic between Verizon's House's network and Interexchange Carriers, it being understood and acknowledged that Bright House shall recover any such compensation from such Interexchange Carriers, as provided in Section 10 of this Interconnection Attachment.

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

10.1 The Parties shall establish Meet Point Billing arrangements under which they shall jointly provide Switched Exchange Access services to third-party IXCs. To the extent not inconsistent with this Section 10, such Meet Point Billing arrangements shall comply with the provisions of the MECOD and MECAB documents published by the Alliance for Telecommunications Industry Solutions ("ATIS"), and, to the extent not inconsistent with the MECOD and MECAB documents, with each Party's Tariffs.

10.2 For Meet Point Billing arrangements established under this Agreement, the Parties shall use the "Multiple Bill Option," under which each Party bills the third-party IXC for those portions of Switched Exchange Access service that Party provides to the IXC. The Parties shall exchange, at no charge, any administrative or billing information reasonably necessary to allow each Party to appropriately bill the IXC.

10.3 For avoidance of doubt, in connection with any Meet Point Billing arrangement established under this Agreement:

(a) Subject to the Parties' obligations under Section 2.1 of this Interconnection Attachment, neither Party shall impose any charges on the other Party for any facilities, trunking, services, or serving arrangements. Instead, each Party shall bill the IXC for all such facilities, trunking, or services.

(b) Each Party shall make available to third-party IXCs a jointly-provided Tandem-Switched Transport service, under which transport is provided between the tandem or equivalent switch of one Party to the end office of the other Party, with the rating of the service to the IXC in accordance with each Party's respective Tariffs governing such Tandem-Switched Transport service.

10.4 Subject to the provisions of Sections 10.2 and 10.3 hereof, the Parties shall, by mutual agreement, determine to route Meet Point Billing traffic over (a) interconnection facilities and trunks used to carry Reciprocal Compensation and other traffic; (b) the same interconnection facilities used to carry Reciprocal Compensation and other traffic, but isolate such Meet Point Billing traffic on separate trunk groups; (c) separate facilities and trunks; or (d) some combination of (a), (b) and (c) above. If the Parties are unable, through good faith negotiations undertaken for a commercially reasonable period, to determine the facility and trunking arrangements applicable to Meet Point Billing traffic, then the dispute resolution provisions of Section 14 of the General Terms and Conditions shall apply.

10.5 All usage data to be provided pursuant to Sections Q and Q of this Attachment shall be sent to the following addresses:

To Bright House:

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[insert address]

For Verizon:

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

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

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

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

11.1 When Bright House delivers translated 8YY calls to Verizon to be completed by

11.1.1 an IXC:

11.1.1.1 Bright House will provide an appropriate EMI record to Verizon;

11.1.1.2 Bright House will bill the IXC Bright House's applicable Switched Exchange Access Tariff charges and Bright House's applicable Tariff query charges; and

11.1.1.3 Verizon will bill the IXC Verizon's applicable Switched Exchange Access Tariff charges.

11.1.2 Verizon:

11.1.2.1 Bright House will provide an appropriate EMI record to Verizon; and

11.1.2.2 Bright House will bill Verizon Bright House's Switched Exchange Access Tariff charges and Bright House's applicable Tariff query charge.

11.1.3 a toll free service access code service provider in that LATA:

11.1.3.1 Bright House will provide an appropriate EMI record to Verizon and the toll free service access code service provider;

11.1.3.2 Bright House will bill the toll free service access code service provider Bright House's applicable Switched

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Bright House and Verizon shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 10. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes. ¶ Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data. ¶

Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the [28]

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**Deleted:** In cases where Bright House performs the tandem switching functionality, the same formula shall be used to determine the Parties' respective billing percentages ... [30]

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Exchange Access Tariff charges and Bright House's applicable Tariff query charges; and

- 11.1.3.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges.
- 11.2 When Verizon performs the query and delivers translated 8YY calls, originated by Verizon's Customer or another LEC's Customer to Bright House to be completed by
  - 11.2.1 Bright House:
    - 11.2.1.1 Verizon will provide an appropriate EMI record to Bright House; and
    - 11.2.1.2 Verizon will bill Bright House Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges.
  - 11.2.2 a toll free service access code service provider in that LATA:
    - 11.2.2.1 Verizon will provide an appropriate EMI record to Bright House and the toll free service access code service provider;
    - 11.2.2.2 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and
    - 11.2.2.3 Bright House will bill the toll free service access code service provider Bright House's applicable Switched Exchange Access Tariff charges.
- 11.3 When Bright House delivers untranslated 8YY calls to Verizon to be completed by
  - 11.3.1 an IXC:
    - 11.3.1.1 Verizon will query the call and route the call to the appropriate IXC;
    - 11.3.1.2 Verizon will provide an appropriate EMI record to Bright House;
    - 11.3.1.3 Verizon will bill the IXC Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and
    - 11.3.1.4 Bright House will bill the IXC Bright House's applicable Switched Exchange Access Tariff charges.
  - 11.3.2 Verizon:
    - 11.3.2.1 Verizon will query the call and complete the call;

- 11.3.2.2 Verizon will provide an appropriate EMI record to Bright House;
- 11.3.2.3 Bright House will bill Verizon Bright House's applicable Switched Exchange Access Tariff charges.
- 11.3.3 a toll free service access code service provider in that LATA:
  - 11.3.3.1 Verizon will query the call and route the call to the appropriate toll free service access code service provider;
  - 11.3.3.2 Verizon will provide an appropriate EMI record to Bright House and the toll free service access code service provider;
  - 11.3.3.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff and Verizon's applicable Tariff query charges; and
  - 11.3.3.4 Bright House will bill the toll free service access code service provider Bright House's applicable Switched Exchange Access Tariff charges.
- 11.4 Verizon will not direct untranslated toll free service access code calls to Bright House.

## 12. Tandem Transit Traffic

- 12.1 As used in this Section, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on Bright House's network, and is transported through Verizon's Tandem to the subtending End Office or its equivalent of another carrier (CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("Other Carrier"). Neither the originating nor terminating customer is a Customer of Verizon. Subtending End Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). For the avoidance of any doubt, under no circumstances shall Verizon be required to transit traffic through a Verizon Tandem to a Central Office that the LERG does not identify as subtending that particular Verizon Tandem. Switched Exchange Access Service traffic is not Tandem Transit Traffic.
- 12.2 Tandem Transit Traffic Service provides Bright House with the transport of Tandem Transit Traffic as provided below.
- 12.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 2 through 6 of this Attachment. Bright House shall deliver each Tandem Transit Traffic call to Verizon's Tandem with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.
- 12.4 [Intentionally left blank].
- 12.5 Bright House shall pay Verizon for Tandem Transit Traffic Service at the rates specified in the Pricing Attachment. Verizon will not be liable for compensation to any Other Carrier for any traffic that is transported through Verizon's Tandem.

**Deleted:** <#>\*\*\*CLEC Acronym TE\*\*\* may use Tandem Transit Traffic Service only for traffic that originates on \*\*\*CLEC Acronym TE\*\*\*'s network and only to send traffic to an Other Carrier with whom \*\*\*CLEC Acronym TE\*\*\* has a reciprocal traffic exchange arrangement (either via written agreement or mutual tariffs) that provides for the Other Carrier, to terminate or complete traffic originated by \*\*\*CLEC Acronym TE\*\*\* and to bill \*\*\*CLEC Acronym TE\*\*\*, and not to bill Verizon, for such traffic. \*\*\*CLEC Acronym TE\*\*\* agrees not to use Verizon's Tandem Transit Traffic Service to send traffic to an Other Carrier with whom \*\*\*CLEC Acronym TE\*\*\* does not have such a reciprocal traffic exchange arrangement or to send traffic that does not originate on \*\*\*CLEC Acronym TE\*\*\*'s network.¶  
\*\*\*CLEC Acronym TE\*\*\*

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**Deleted:** and Verizon reserves the right to assess to \*\*\*CLEC Acronym TE\*\*\* any additional charges or costs any Other Carrier imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

- 12.6 If Bright House uses Tandem Transit Traffic Service for traffic volumes that exceed the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of 200,000 combined minutes of use per month (a DS1 equivalent) to the subtending End Office of a particular Other Carrier for any month (the "Threshold Level"), Bright House shall use good faith efforts to establish direct interconnection with such Other Carrier and reduce such traffic volumes below the Threshold Level. If Verizon believes that Bright House has not exercised good faith efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of this Agreement.
- 12.7 If Bright House fails to comply with Section 12 of this Attachment, such failure shall be a material breach of a material provision of this Agreement and Verizon may exercise any and all remedies under this Agreement and Applicable Law for such breach.
- 12.8 If or when a third party carrier plans to subtend a Bright House switch, then Bright House shall provide written notice to Verizon at least ninety (90) days before such subtending service arrangement becomes effective so that Verizon may negotiate and establish direct interconnection with such third party carrier. Upon written request from Verizon, Bright House shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Traffic Service provided by Verizon to Bright House as defined in this Section such that Verizon may terminate calls to a Central Office or its equivalent of a CLEC, ILEC other than Verizon, CMRS carrier, or other LEC, that subtends a Bright House Central Office or its equivalent ("Reciprocal Tandem Transit Service"). Bright House shall offer such Reciprocal Transit Service arrangements under terms and conditions of an amendment to this Agreement or a separate agreement no less favorable than those provided in this Section.
- 12.9 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any carrier to which it originates, or from which it terminates, traffic.

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

- 13.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.
- 13.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXXs/1000s blocks. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Bright House shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. Bright House shall assign whole 1000s blocks to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs/1000s blocks.

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**Deleted:** Verizon is billed by any Other Carrier for any traffic originated by \*\*\*CLEC Acronym TE\*\*\*. Verizon may provide notice to \*\*\*CLEC Acronym TE\*\*\* of such billing. Upon receipt of such notice, \*\*\*CLEC Acronym TE\*\*\* shall immediately stop using Verizon's Tandem Transit Traffic Service to send any traffic to such Other Carrier until it has provided to Verizon certification that the Other Carrier has removed such billed charges from its bill to Verizon and that the Other Carrier will not bill Verizon for any traffic originated by \*\*\*CLEC Acronym TE\*\*\*. Such certification must be signed by an authorized officer or agent of the Other Carrier and must be in a form acceptable to Verizon.¶ If \*\*\*CLEC Acronym TE\*\*\*

- 13.4 Bright House will also designate a Routing Point for each NXX code or 1000s block assigned to it. Bright House shall designate one location for each Rate Center Area in which the Bright House has established NXX code(s) or 1000s blocks as the Routing Point for the NPA-NXXs/1000s blocks associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs/1000s blocks of Bright House will be routed in the same manner as calls to Bright House's initial NXXs/1000s blocks.
- 13.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Bright House's choices regarding the size of the local calling area(s) that Bright House may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

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

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

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

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

**14.2 Trunk Forecasting Requirements.**

- 14.2.1 Initial Trunk Forecast Requirements. If Bright House has not initiated interconnection with Verizon in a LATA, then at least ninety (90) days before initiating interconnection in such LATA, Bright House shall provide Verizon with a one (1) -year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide Bright House's estimate of the amount of traffic to be delivered between the Parties, in

each direction, over each of the Interconnection Trunk groups in the LATA over the following four (4) quarters.

14.2.2 [Intentionally left blank]

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

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

15.1 Scope.

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

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

The Parties will follow the LNP provisioning process, including all established intervals and rules for distinguishing simple from complex ports, adopted by the FCC (including those recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC)). In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis. For avoidance of doubt, the presence of a Verizon DSL or similar service on a line does not convert an otherwise simple port into a complex port. LNP shall be available with respect to all of a Party's Customers/End Users, irrespective of the status of such Customer/End User as a government, business, or residence customer. There shall be no charges between the Parties for any LNP-related services or functions they may provide to each other and/or to each other's Customers/End Users, including without limitation coordinated ports or ports involving multiple lines or numbers of a single Customer/End User. Upon request, a Party shall provide the other Party with a description, in commercially reasonable detail, of that Party's procedures and policies for reserving numbers for customers so that such reserved numbers may be ported as appropriate

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15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the service(s) it previously received from Party A, in conjunction with the service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. In accordance with this Agreement, and Applicable Law a Party, and the Party's End User obtaining interconnected VoIP Service with PSTN connectivity provided by a Party, shall be entitled to full number portability rights, and the Party losing the customer shall have full responsibilities regarding LNP.

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

- 15.2.3 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.
- 15.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity and shall remain in place for at least ten (10) days following the firm order commitment date associated with the port. Translations tear-downs shall not be implemented in Party A's network until after the port is completed. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 15.2.5 When a Customer of Party A is porting 12 or more telephone numbers to Party B, then at Party B's request, and at no charge to either Party or either Party's Customer, the Parties shall coordinate the cutover.
- 15.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 15.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a code is not portable in accordance with Applicable Law. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 15.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

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15.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX

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reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.4 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations/Rulings.

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

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

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

16. Facilitation of Direct Connections with Affiliates

Notwithstanding anything to the contrary in this Agreement, Verizon shall use commercially reasonable efforts, for a period not less than three (3) months (if agreement is not reached by that time), including access to Verizon premises and/or facilities on commercially reasonable terms, to facilitate Bright House's efforts to establish suitably sized direct physical connections to any carrier affiliated with Verizon, including without limitation, Verizon Wireless. If and to the extent that Verizon does not meet the requirement of the preceding sentence, then Verizon shall provide transit service for traffic between Bright House's network and the affected affiliated Carrier(s) at no charge or cost to Bright House for the term of this Agreement.

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

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**PROCEDURES FOR TRANSFERRING CUSTOMERS/END USERS  
BETWEEN VERIZON AND BRIGHT HOUSE**

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**1. Scope**

1.1 This Attachment deals with situations in which Bright House wins a Customer/End User from Verizon and will serve that Customer/End User on a full facilities basis, or in which Verizon wins a Customer/End User from Bright House and will serve that Customer/End User on a full facilities basis.

1.2 For purposes of this Attachment, Bright House will be treated as serving a Customer/End User on a full facilities basis if either (a) Bright House uses or will use no UNEs in serving the Customer/End User or (b) the only UNEs Bright house uses or will use to serve such Customer/End User are either (i) a Verizon NID as provided for in Section 9 of the UNE Attachment and/or (ii) Verizon's on-premises subloops for Multi-Tenant environments, as provided for in Section 7 of the UNE Attachment.

**2. Procedures**

2.1 When a Party wins a Customer/End User from the other Party, that Party shall be referred to here as the "New Provider." The Party losing the Customer/End User shall be referred to here as the "Old Provider."

2.2 The New Provider shall send an LSR to the Old Provider to accomplish the following tasks: (a) termination of the Customer's/End User's service with the Old Provider; (b) porting of the Customer/End User's number to the New Provider, in accordance with the requirements of Section 15 of the Interconnection Attachment, if the Customer/End User desires to retain their number; (c) any requisite modifications (including, at the New Provider's option, deletion) of the Customer/End User's directory-related records, as provided for in Section 4 of the Additional Services Attachment; and (d) in the case of Bright House as New Provider, any Verizon UNEs required under Sections 7 and/or 9 of the UNE Attachment.

2.3 From the time that the Old Provider receives the LSR until the Customer/End User has transferred service to the New Provider, the Old Provider shall strictly adhere to the requirements of Applicable Law banning retention marketing, as provided for in 47 U.S.C. § 222 and associated rules and rulings of the FCC and the courts. This requirement shall be in addition to, and not a substitute for or in derogation of, the providing Party's obligations under Section 107 of the General Terms and Conditions and Sections 8.7 and 8.9.1 of the Additional Services Attachment.

2.4 The Parties expressly acknowledge that in order to transfer a Customer/End User from one Party to the other on a full facilities basis, it may, depending on the specific service configurations and bundles of services being provided by the New Provider and the Old Provider and their respective affiliates, be necessary for the New Provider to ensure that the Customer's/End User's premises wiring used by the Old Provider to be disconnected from the Old Provider's network. With respect to any such disconnection:

2.4.1 The New Provider shall ensure that any of its personnel performing such disconnections are fully and adequately trained to be able to do so without creating any potentially unsafe or hazardous conditions, including without limitation creating a situation in which the Old Provider's facilities previously used to serve the Customer/End User are not adequately grounded. Each Party shall specifically ensure that any of its personnel performing such disconnections are

fully and adequately trained, and directed, to ensure that no such situations of ungrounded facilities will exist.

2.4.2 The New Provider shall ensure that any of its personnel performing such disconnections are fully and adequately trained to do so in a manner that does not effect a disconnection of, impairment of, or disruption to, any services provided by the Old Provider and/or its affiliates using the same physical wiring, cabling, fiber optic cable, or other similar facilities but that are not intended by the Customer/End User to be disconnected from the Old Provider.

2.4.3 The New Provider shall ensure that any of its personnel performing such disconnections are fully and adequately trained to do so in a manner that does not harm or damage any of the facilities of the Old Provider and/or its affiliates, beyond the minimum alterations of such facilities as are reasonably necessary to permit the New Provider and/or its affiliates to properly provide to the Customer/End User the services that the Customer/End User has chosen to receive from the New Provider.

### 3. Compensation For Correcting Unsafe Conditions or Harm to Facilities

3.1 Each Party shall instruct its personnel involved in transferring Customers/End Users from one Party to the Other to report any instances in which such personnel have failed to meet the requirements of Section 2.3 hereof.

3.2 No less frequently than weekly, each Party shall report to the other Party any such instances, including the specific address of the Customer/End User where such instance occurred. The address shall be sufficiently specific so that the Old Provider can, with reasonable effort, visit the location at which the problem has arisen. In addition, and to the extent that a Party becomes aware of situations in which the other Party has failed to meet the requirements of Section 2.3 hereof, that Party shall promptly inform the other Party of such instances.

3.3 The Old Provider shall have administrative responsibility for correcting any situations arising from a violation by the New Provider of the requirements of Section 2.3 hereof. At the Old Provider's sole option, the Old Provider may: (a) require that the New Provider correct any such situations at the New Provider's sole cost and expense; (b) correct such situations using its own personnel, and bill the New Provider commercially reasonable time and materials charges for correcting such situations; or (c) use a third-party contractor to correct such situations, and bill the New Provider the full amount of such contractor's commercially reasonable charges.

### 4. Good Faith Consultations And Negotiations

At the reasonable request of either Party, the Parties shall meet to discuss any other issues arising from the need to reasonably, efficiently, and safely transfer a Customer/End User's service from one Party to the other on a full facilities basis, and shall negotiate in good faith regarding any such issues. If a Party requests such a negotiation and the other Party refuses to participate, or if such negotiations continue without resolution for a period of sixty (60) days, then either Party may treat the matter as a dispute under this Agreement, to be resolved in accordance with Section 14 of the General Terms and Conditions.

**RESALE ATTACHMENT**

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**1. General**

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

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**2. Use of Verizon Telecommunications Services**

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

2.2 Bright House shall not resell:

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

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

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

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

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

2.2.6 Verizon may perform audits to confirm Bright House's conformity to the provisions of this Section 2.2. Such audits may be performed once per calendar year unless a material discrepancy was found in the previous audit, and shall be performed in accordance with Section 7 of the General Terms and Conditions.

- 2.3 Bright House shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.
- 2.4 Bright House shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services, which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.
- 2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to Bright House Customers.
- 2.6 Bright House assumes responsibility for all fraud associated with its Customers and accounts. Verizon shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to Bright House's account in cases of, fraud by Bright House's Customers or other third parties.

### 3. Availability of Verizon Telecommunications Services

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

### 4. Responsibility for Charges

- 4.1 Bright House shall be responsible for and pay to Verizon all valid charges for any Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon, that are ordered, activated or used by Bright House, Bright House Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to Bright House pursuant to this Resale Attachment.
- 4.2 Upon request by Bright House, Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by Bright House such Verizon retail Telecommunications Service call blocking and call screening services as Verizon provides to its own End User retail Customers, where and to

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the extent Verizon provides such Verizon retail Telecommunications Service call blocking services to Verizon's own End User retail Customers. Bright House understands and agrees that certain of Verizon's call blocking and call screening services are not guaranteed to block or screen all calls and that notwithstanding Bright House's purchase of such blocking or screening services, Bright House's End User Customers or other persons ordering, activating or using Telecommunications Services on the resold dial tone lines may complete or accept calls which Bright House intended to block. Notwithstanding the foregoing, Bright House shall be responsible for and shall pay Verizon all charges for Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon in accordance with the terms of Section 4.1 above.

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## 5. Operations Matters

### 5.1 Facilities.

- 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Verizon Telecommunications Services.
- 5.1.2 Verizon shall have access at all reasonable times to Bright House Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Verizon Telecommunications Services. Bright House shall, at Bright House's expense, obtain any rights and authorizations necessary for such access.
- 5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by Bright House or Bright House Customers for use with Verizon Telecommunications Services.

### 5.2 Branding.

- 5.2.1 Except as stated in Section 5.2.2 of this Attachment, in providing Verizon Telecommunications Services to Bright House, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to Bright House to use Verizon's Marks.
- 5.2.2 To the extent required by Applicable Law, upon request by Bright House and at prices, terms and conditions to be negotiated by Bright House and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by Bright House's trade name, or that are not identified by trade name, trademark or service mark.
- 5.2.3 If Verizon uses a third-party contractor to provide Verizon operator services or Verizon directory assistance, Bright House will be responsible for entering into a direct contractual arrangement with the

third-party contractor at Bright House's expense (a) to obtain identification of Verizon operator services or Verizon directory assistance purchased by Bright House for resale with Bright House's trade name, or (b) to obtain removal of Verizon Marks from Verizon operator services or Verizon directory assistance purchased by Bright House for resale.

6. **Rates and Charges**

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

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

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## NETWORK ELEMENTS ATTACHMENT

### 1. General

- 1.1 Verizon shall provide to Bright House, in accordance with this Agreement and the requirements of the Federal Unbundling Rules, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations), and UNEs commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide access to unbundled Network Elements (UNEs), Combinations, and Commingling to Bright House under the terms of this Agreement only to the extent required by the Federal Unbundling Rules and may decline to provide access to UNEs, Combinations, or Commingling to Bright House to the extent that provision of such UNEs, Combinations, or Commingling is not required by the Federal Unbundling Rules.
- 1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by the Federal Unbundling Rules. Except as otherwise required by this Agreement and the Federal Unbundling Rules: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are already available in Verizon's network; and (b) Verizon shall have no obligation to construct, modify, or deploy facilities or equipment to offer any UNE or Combination.
- 1.3 Bright House may use a UNE or Combination only for those purposes for which Verizon is required by the Federal Unbundling Rules to provide such UNE or Combination. Without limiting the foregoing, Bright House may not access a UNE or Combination for the exclusive provision of Mobile Wireless Services or Interexchange Services. For purposes of this section, "Interexchange Services" shall have the meaning set forth in the Triennial Review Remand Order and subsequent applicable FCC orders.
- 1.3.1 Verizon shall not be obligated to provide to Bright House, and Bright House shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.4 [Intentionally left blank].
- 1.5 If as the result of Bright House Customer actions (e.g., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Bright House Customer premises, Bright House will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Customer Not Ready Charge provided for in the Pricing Attachment (or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge as provided in the Pricing Attachment).
- 1.6 Absence or Cessation of Unbundling Obligation and Related Provisions. The following provisions shall apply notwithstanding any other provision of this Agreement or any Verizon Tariff or SGAT:
- 1.6.1 Discontinued Facilities.

**Deleted:** (including, but not limited to, Verizon's applicable Tariffs)

**Deleted:** <#>Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under the Federal Unbundling Rules, or (ii) a Network Element Verizon is required by the Federal Unbundling Rules to provide to \*\*\*CLEC Acronym TE\*\*\* on an unbundled basis or in combination with other Network Elements.[]

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- 1.6.1.1 Verizon may cease offering or providing Bright House with access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Verizon has not already ceased offering or providing unbundled access to a particular Discontinued Facility that is a Discontinued Facility as of the Effective Date, Verizon may cease offering or providing unbundled access to such Discontinued Facility immediately upon the Effective Date without further notice to Bright House. Subject to Section 1.7 below, if a facility on or at any time after the Effective Date is or becomes a Discontinued Facility, Verizon, to the extent it has not already ceased providing unbundled access to such Discontinued Facility, and provided it has given at least ninety (90) days written notice of discontinuance in cases where it has not already ceased providing such access, will continue to provide unbundled access to such Discontinued Facility under the Agreement only through the effective date of the notice of discontinuance, and not beyond that date.
- 1.6.1.2 Where Verizon is permitted to cease providing a Discontinued Facility pursuant to Section 1.6.1 above and Bright House has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so, may disconnect the subject Discontinued Facility without further notice to Bright House. In lieu of disconnecting the subject Discontinued Facility in the foregoing circumstances, Verizon, in its sole discretion, may elect to: (a) convert the subject Discontinued Facility to an arrangement available under a Verizon access tariff (in which case month-to-month rates shall apply unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which Bright House is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Bright House, or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access tariff (at month-to-month rates unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which Bright House is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Bright House; provided, however, that Verizon may disconnect the subject Discontinued Facility (or the replacement service to which the Discontinued Facility has been converted) if

Bright House fails to pay when due any applicable new rate or surcharge billed by Verizon.

1.7 TRRO Certification and Related Provisions.

1.7.1 TRRO Certification. Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that Bright House seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), Bright House must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, Bright House's request is consistent with the requirements of the TRRO and that Bright House is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. Bright House shall provide such certification using the automated method that Verizon makes available for that purpose. Bright House's reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired UNE Wire Centers that Verizon makes or has made available to Bright House by notice and/or by publication on Verizon's wholesale website (the "Wire Center List") and any back-up data that Verizon provides or has provided to Bright House under a non-disclosure agreement or that is otherwise available to Bright House.

1.7.2 Provision-then-Dispute Requirements.

1.7.2.1 Upon receiving a request from Bright House for unbundled access to a TRRO Certification Element and the certification required by Section 1.7.1 above, and except as provided in Section 1.7.2.3 below, Verizon shall process the request in accordance with any applicable standard intervals. If Verizon wishes to challenge Bright House's right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), then (except as provided in Section 1.7.2.3 below) Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through such other dispute resolution process that Verizon elects to invoke under the dispute resolution provisions of this Agreement.

1.7.2.2 If a dispute pursuant to section 1.7.2.1 above is resolved in Verizon's favor, then Bright House shall compensate Verizon for the additional charges that would apply if Bright House had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff (except as provided in section 1.7.2.2.1 below as to Dark Fiber Transport) and any other applicable charges, applicable back to the date of provisioning (including, but not limited to, late payment charges for the unpaid difference between UNE and access tariff rates). The month-to-month rates shall apply until such time as Bright House requests disconnection of the subject facility or an alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

- 1.7.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that Bright House shall be obligated to pay, for each circuit shall be the charges for the commercial service that Verizon, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Verizon may, without further notice, disconnect the subject dark fiber facility within thirty (30) days of the date on which the dispute is resolved in Verizon's favor. In any case where Bright House, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Verizon shall continue to provide the Dark Fiber Transport facility at the rates specified above, but only for the duration of the standard interval for installation of the "lit" service.
- 1.7.2.3 Notwithstanding any other provision of the Agreement, Verizon may reject a Bright House order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where Bright House's order conflicts with a provision of a Verizon Tariff, (b) in any case where Bright House's order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Verizon has made available to Bright House by notice and/or by publication on Verizon's wholesale website, (c) in any case where Bright House's order conflicts with a non-impaired UNE Wire Center designation that the Commission or the FCC has ordered or approved or that has otherwise been confirmed through previous dispute resolution (regardless of whether Bright House was a party to such dispute resolution), or (d) as otherwise permitted under the Federal Unbundling Rules (including, but not limited to, upon a determination by the Commission, the FCC, or a court of competent jurisdiction that Verizon may reject orders for TRRO Certification Elements without first seeking dispute resolution).
- 1.8 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of this Agreement, any negotiations regarding any UNE-replacement arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules (including without limitation any arrangement, facility, service or the like that Verizon offers under an access tariff) shall be deemed not to have been conducted pursuant to the Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration or other requirements under 47 U.S.C. § 252(b). Any reference in this Attachment to Verizon's provision of an arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed to require or

permit: (a) arbitration pursuant to 47 U.S.C. § 252(b) of the rates, terms, or conditions upon which Verizon may provide such arrangement, facility, service or the like, or (b) application of 47 U.S.C. § 252 in any other respect.

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

Subject to the conditions set forth in Section 1 of this Attachment, in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide Bright House access to the following:

- 2.1 Loops, as set forth in Section 3 of this Attachment;
- 2.2 Line Splitting (also referred to as "Loop Sharing"), as set forth in Section 4 of this Attachment;
- 2.3 [Intentionally Left Blank];
- 2.4 Sub-Loops, as set forth in Section 6 of this Attachment;
- 2.5 Sub-Loop for Multiunit Tenant Premises Access, as set forth in Section 7 of this Attachment;
- 2.6 Dark Fiber Transport (sometimes referred to as "Dark Fiber IOF"), as set forth in Section 8 of this Attachment;
- 2.7 Network Interface Device, as set forth in Section 9 of this Attachment;
- 2.8 [Intentionally Left Blank];
- 2.9 Dedicated Transport (may also be referred to as "Interoffice Transmission Facilities") (or "IOF"), as set forth in Section 11 of this Attachment;
- 2.10 [Intentionally Left Blank];
- 2.11 Operations Support Systems, as set forth in Section 13 of this Attachment; and
- 2.12 Other UNEs in accordance with Section 14 of this Attachment.

## **3. Loop Transmission Types**

- 3.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall allow Bright House to access Loops unbundled from local switching and local transport, in accordance with this Section 3 and the rates and charges provided in the Pricing Attachment. Verizon shall allow Bright House access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules. Subject to the foregoing and the provisions regarding FTTP Loops, in Section 3.5 below, and Hybrid Loops, in Section 3.6 below, the available Loop types are as set forth below:
  - 3.1.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Verizon Technical Reference (TR)-72565, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-

reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.

- 3.1.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
- 3.1.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code. This Loop type is more fully described in American National Standards Institute (ANSI) T1.601-1998 and Verizon TR 72575, as revised from time-to-time. In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment. The 2-Wire ISDN Digital Grade Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Bright House may order a 2-Wire Digital Compatible Loop using 2-wire ISDN ordering codes to provide similar capability. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
- 3.1.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, as revised from time-to-time, must be met. The 2-Wire ADSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Bright House may order a 2-Wire Digital Compatible Loop using 2-wire ADSL ordering codes to provide similar capability.
- 3.1.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 2-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. The 2-Wire HDSL-Compatible Loop is available only in the former Bell Atlantic Service areas. In the

former GTE Service Areas only, Bright House may order a 2-Wire Digital Compatible Loop using 2-Wire HDSL ordering codes to provide similar capability. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.

- 3.1.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 4-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.7 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This Loop is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. This loop cannot be provided via UDLC. The 2-Wire IDSL-Compatible Metallic Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Bright House may order a 2-Wire Digital Compatible Loop using ISDN ordering codes to provide similar capability. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.8 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This Loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. The 2-Wire SDSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Bright House may order a 2-Wire Digital Compatible Loop to provide similar capability. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.9 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires

with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to Bright House in accordance with, and subject to, the technical specifications set forth in Verizon TR-72575, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.

- 3.1.10 "DS1 Loops" provide a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS1 Loop includes the electronics necessary to provide the DS1 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS1 transmission rate are not available for the requested DS1 Loop, then Verizon will not install new electronics except to the extent required in Section 17 of this Attachment. Verizon will not build new facilities and will not modify existing facilities except to the extent required in Section 17 of this Attachment. If the electronics necessary to provide Clear Channel (B8ZS) signaling are at the requested installation date available for a requested DS1 Loop, upon request by Bright House, the DS1 Loop will be furnished with Clear Channel (B8ZS) signaling. Verizon will not install new electronics to furnish Clear Channel (B8ZS) signaling. For purposes of provisions implementing any right Verizon may have to cease providing unbundled access to DS1-capacity Loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS1 Loop" further includes any type of Loop described in Section 3.1 of the Network Elements Attachment that provides a digital transmission channel suitable for the transport of 1.544 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS1 Loop set forth in this section.
- 3.1.11 "DS3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS3 Loop includes the electronics necessary to provide the DS3 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS3 transmission rate are not available for the requested DS3 Loop, then Verizon will not install new electronics except to the extent required in Section 17 of this Attachment. Verizon will not build new facilities and will not modify existing facilities except to the extent required in Section 17 of this Attachment. For purposes of provisions implementing any right Verizon may have to cease providing unbundled access to DS3-capacity loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS3 Loop" further includes any type of Loop described in Section 3.1 of the Network Elements Attachment that provides a digital transmission channel suitable for the transport of 44.736 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS3 Loop set forth in this section.
- 3.1.12 In the former Bell Atlantic Service Areas only, "Digital Designed Loops" are comprised of designed loops that meet specific Bright House requirements for metallic loops over 18k ft. or for conditioning of

ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for:

- 3.1.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
- 3.1.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");
- 3.1.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");
- 3.1.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
- 3.1.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
- 3.1.12.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;
- 3.1.12.7 a 2W SDSL Loop with an option to remove bridged tap; and
- 3.1.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap;
- 3.1.13 Verizon shall make Digital Designed Loops available Bright House at the rates as set forth in the Pricing Attachment.
- 3.1.14 In the former GTE Service Areas only, "Conditioned Loops" are comprised of designed loops that meet specific Bright House requirements for metallic loops over 12k ft. or for conditioning of 2-wire or 4-wire digital or BRI ISDN Loops. "Conditioned Loops" may include requests for:
  - 3.1.14.1 a 2W Digital Loop with a total loop length of 12k to 30k ft., unloaded, with the option to remove bridged tap (such a Loop, unloaded, with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
  - 3.1.14.2 a 2W Digital Loop of 12k to 18k ft. with an option to remove load coils and/or bridged tap (such a Loop with load coils and/or bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
  - 3.1.14.3 a 2W Digital or 4W Digital Loop of less than 12k ft. with an option to remove bridged tap (such a 2W Loop with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
  - 3.1.14.4 a 2W Digital Loop with Verizon-placed ISDN loop extension electronics (such a Loop with ISDN loop extension

electronics so placed shall be deemed to be a "2W Digital Compatible Loop").

- 3.1.15 Verizon shall make Conditioned Loops available to Bright House at the rates as set forth in the Pricing Attachment.
- 3.2 The following ordering procedures shall apply to xDSL Compatible Loops, Digital Designed and Conditioned Loops:
- 3.2.1 Bright House shall place orders for xDSL Compatible Loops, Digital Designed and Conditioned Loops by delivering to Verizon a valid electronic transmittal Service Order or other mutually agreed upon type of Service Order. Such Service Order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
- 3.2.2 In former Bell Atlantic Service Areas, Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with xDSL Compatible or BRI ISDN signals. The results of this survey will be stored in a mechanized database and made available to Bright House as the process is completed in each Central Office. Bright House must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal Service Order for an xDSL Compatible or BRI ISDN Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment. In former GTE Service Areas, Verizon provides access to mechanized xDSL loop qualification information to help identify those loops that meet applicable technical characteristics for compatibility with xDSL Services that the CLEC may wish to offer to its end user Customers. Bright House must access Verizon's mechanized loop qualification system through the use of the on-line computer interface at [www.verizon.com/wise](http://www.verizon.com/wise) in advance of submitting a valid electronic transmittal Service Order for xDSL service arrangements. The loop qualification information provided by Verizon gives Bright House the ability to determine loop composition and loop length, and may provide other loop characteristics, when present, that may indicate incompatibility with xDSL Services such as load coils or Digital Loop Carrier. Information provided by the mechanized loop qualification system also indicates whether loop conditioning may be necessary. It is the responsibility of Bright House to evaluate the loop qualification information provided by Verizon and determine whether a loop meets Bright House requirements for xDSL Service, including determining whether conditioning should be ordered, prior to submitting an Order.
- 3.2.3 If the Loop is not listed in the mechanized database described in Section 3.2.2 of this Attachment, Bright House must request a manual loop qualification, where such qualification is available, prior to submitting a valid electronic Service Order for an xDSL Compatible or BRI ISDN Loop. In general, Verizon will complete a manual loop qualification request within three (3) Business Days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events. The manual loop qualification

process is currently available in the former Bell Atlantic Service Areas only.

- 3.2.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Bright House may request an Engineering Query, where available, as described in Section 3.2.7 of this Attachment, to determine whether the result is due to characteristics of the loop itself (e.g., specific number and location of bridged taps, the specific number of load coils, or the gauge of the cable).
- 3.2.5 Once a Loop has been pre-qualified, Bright House will submit a Service Order pursuant to Section 3.2.1 of this Attachment if it wishes to obtain the Loop.
- 3.2.5.1 If the Loop is determined to be xDSL Compatible and if the Loop serving the serving address is usable and available to be assigned as a xDSL Compatible Loop, Verizon will initiate standard Loop provisioning and installation processes, and standard Loop provisioning intervals will apply.
- 3.2.5.2 If the Loop is determined to be xDSL Compatible, but the Loop serving the service address is unusable or unavailable to be assigned as an xDSL Compatible Loop, Verizon will search the Customer's serving terminal for a suitable spare facility. If an xDSL Compatible Loop is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL Compatible Loop facility serving the same location. Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in the Pricing Attachment.
- 3.2.6 If Bright House submits a Service Order for an xDSL Compatible or BRI ISDN Loop that has not been prequalified, Verizon will query the Service Order back to Bright House for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If Bright House submits a Service Order for an xDSL Compatible or BRI ISDN Loop that is, in fact, not compatible with the requested service (e.g. ADSL, HDSL etc.) in its existing condition, Verizon will respond back to Bright House with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).
- 3.2.7 Where Bright House has followed the prequalification procedure described above and has determined that a Loop is not compatible with xDSL technologies or BRI ISDN service in its existing condition, it may either request an Engineering Query, where available, to

determine whether conditioning may make the Loop compatible with the applicable service; or if Bright House is already aware of the conditioning required (e.g., where Bright House has previously requested a qualification and has obtained loop characteristics), Bright House may submit a Service Order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.2 of this Attachment upon receipt of Bright House's valid, accurate and pre-qualified Service Order for a Digital Designed Loop.

3.2.8 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by Bright House, an interval of eighteen (18) Business Days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

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

3.2.8.2 Upon completion of an Engineering Work Order, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by Bright House. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) Business Days. Unforeseen conditions may add to this interval.

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

3.2.9 If Bright House requires a change in scheduling, it must contact Verizon to issue a supplement to the original Service Order. If Bright House cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Bright House shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If Bright House cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Bright House shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.

3.3 Conversion of Live Telephone Exchange Service to Analog 2W Unbundled Local Loops (Analog 2W Loops).

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

3.3.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops.

When an outside dispatch is required to perform a conversion, additional charges may apply. If Bright House does not request a coordinated cutover, Verizon will process Bright House's order as a new installation subject to applicable standard provisioning intervals.

- 3.3.1.2 Bright House shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from Bright House the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, Bright House and Verizon shall mutually agree on a New Conversion Time, as defined below. Bright House shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) Business Days of Verizon's receipt of such valid LSR, or as otherwise required by the Federal Unbundling Rules, Verizon shall provide Bright House the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.
- 3.3.1.3 Bright House shall provide dial tone at the Bright House collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.
- 3.3.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a Business Day, and any two New Conversion Times for a particular Analog 2W Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.
- 3.3.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:
  - 3.3.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be credited upon request from Bright House; and
  - 3.3.1.5.2 If Bright House requests to reschedule outside the one (1) hour time frame above, Bright House

shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

- 3.3.1.6 If Bright House 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 Bright House will reschedule and, upon request from Bright House, Verizon will credit the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.
  - 3.3.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Bright House is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.
  - 3.3.1.8 Conversions involving LNP will be completed according to North American Numbering Council (NANC) standards, via the regional Number Portability Administration Center (NPAC).
  - 3.3.1.9 If Bright House requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.
- 3.4 [Intentionally Left Blank].
- 3.5 FTTP Loops.
- 3.5.1 **New Builds.** Notwithstanding any other provision of the Agreement or any Verizon Tariff, Bright House shall not be entitled to obtain access to a FTTP Loop, or any segment thereof, on an unbundled basis when Verizon deploys such a Loop to the Customer premises of an end user that has not been served by any Verizon Loop other than a FTTP Loop.
  - 3.5.2 **Overbuilds.** Notwithstanding any other provision of the Agreement or any Verizon Tariff, if (a) Verizon deploys an FTTP Loop to replace a copper Loop previously used to serve a particular end user's customer premises, and (b) Verizon retires that copper Loop and there are no other available copper Loops or Hybrid Loops for Bright House's provision of a voice grade service to that end user's customer premises, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide Bright House with nondiscriminatory access on an unbundled basis to a transmission path capable of providing DS0 voice grade service to that end user's customer premises.

3.6 Hybrid Loops.

- 3.6.1 Packet Switched Features, Functions, and Capabilities.  
Notwithstanding any other provision of this Agreement or any Verizon Tariff or SGAT, Bright House shall not be entitled to obtain access to the Packet Switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis.
- 3.6.2 Broadband Services. Subject to the conditions set forth in Section 1 of this Attachment, when Bright House seeks access to a Hybrid Loop for the provision of "broadband services", as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide Bright House with unbundled access to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (but only where impairment has been found to exist, which, for the avoidance of any doubt, does not include instances where Verizon is not required to provide unbundled access to a DS1 Loop or a DS3 Loop under Section 1 of this Attachment) to establish a complete time division multiplexing transmission path between the main distribution frame (or equivalent) in a Verizon End Office serving an end user to the demarcation point at the end user's Customer premises. This access includes access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
- 3.6.3 Narrowband Services. Subject to the conditions set forth in Section 1 of this Attachment, when Bright House seeks access to a Hybrid Loop for the provision to its Customer of "narrowband services", as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall, in its sole discretion, either (a) provide access to a spare home-run copper Loop serving that Customer on an unbundled basis, or (b) provide access, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving End Office and the end user's Customer premises, using time division multiplexing technology.
- 3.6.4 IDLC Hybrid Loops and Loops Provisioned via Loop Concentrator.  
Subject to the conditions set forth in Section 1 of this Attachment, if Bright House requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop) or via Remote Switching technology deployed as a Loop concentrator Verizon shall, in accordance with but only to the extent required by the Federal Unbundling Rules, provide Bright House unbundled access to a Loop capable of voice-grade service to the end user Customer served by the Hybrid Loop.
- 3.6.4.1 Verizon will endeavor to provide Bright House with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

- 3.6.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of Bright House, provide unbundled access to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving End Office and the end user's Customer premises via such technically feasible alternative that Verizon in its sole discretion may elect to employ. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, Bright House shall be responsible for any of the following charges that apply in the event the technically feasible option involves construction, installation, or modification of facilities: (a) an engineering query charge for preparation of a price quote; (b) upon Bright House's submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by Bright House after construction work has started, Bright House shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.
- 3.6.4.3 Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.6.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.

**4. Line Splitting (also referred to as "Loop Sharing")**

- 4.1 Line Splitting is a process in which one CLEC provides narrowband voice service over the low frequency portion of an unbundled copper Loop obtained from Verizon (such CLEC may be referred to as the "VLEC") and a second CLEC provides digital subscriber line service over the high frequency portion of that same Loop (such CLEC may be referred to as the "DLEC"). Line Splitting is accomplished through the use of a splitter collocated at the Verizon central office where the Loop terminates into a distribution frame or its equivalent.
- 4.2 Subject to the conditions set forth in Section 1 of this Attachment, Bright House may engage in Line Splitting, in accordance with this Section 4 and the rates and charges provided for in the Pricing Attachment. Verizon shall provide access to Line Splitting in accordance with, but only to the extent required by, the Federal Unbundling Rules.
- 4.3 Any Line Splitting between Bright House and another CLEC shall be accomplished by prior negotiated arrangement between Bright House and the other CLEC. Bright House shall give Verizon written notice of this arrangement through the Verizon Partner Solutions Local Service Customer Profile Form (formerly referred to as the Verizon Wholesale Local Service Customer Profile Form) on the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website), or such other electronic notice mechanism that Verizon may make available, at least thirty (30) days prior to placing an order for a Line Splitting arrangement with such other CLEC. The other CLEC must have an interconnection agreement with Verizon that permits it to engage in Line Splitting with Bright House. The VLEC shall be responsible for all rates and charges associated with the subject Loop as well as rates and charges

associated with the DLEC's use of the high frequency portion of the Loop, including, but not limited to, service order charges, provisioning and installation charges, central office wiring, loop qualification charges, and OSS charges.

- 4.4 In order to facilitate Bright House's engaging in Line Splitting pursuant to this Section 4, Bright House may order for use in a Line Splitting arrangement, those Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, appropriate for Line Splitting, that are offered to Bright House by Verizon under the other sections of this Agreement. Such Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to Bright House in accordance with, and subject to, the rates and charges and other provisions of this Agreement and Verizon's applicable Tariffs. Verizon shall be obligated to provide Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, for Line Splitting only to the extent required by the Federal Unbundling Rules.
- 4.5 Bright House and/or the other participating CLEC shall provide any splitters and/or Digital Subscriber Line Access Multiplexers used in a Line Splitting arrangement.
- 4.6 The standard provisioning interval for the Line Splitting arrangement shall be as set out in the Verizon Product Interval Guide; provided that the standard provisioning interval for a Line Splitting arrangement shall not exceed the shortest of the following intervals: (1) the standard provisioning interval for a Line Splitting arrangement if stated in an applicable Verizon Tariff; or, (2) the standard provisioning interval for a Line Splitting arrangement, if any, established in accordance with the Federal Unbundling Rules. The standard provisioning interval for a Line Splitting arrangement shall commence only after any required engineering and conditioning tasks have been completed. The standard provisioning interval shall not apply where a Line and Station Transfer is performed.
- 4.7 Verizon shall not be liable for any claims, damages, penalties, liabilities or the like of any kind for disruptions to either Bright House's or the other CLEC's respective voice or data services over a Line Splitting arrangement.

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

**6. Sub-Loop**

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

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

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

accordance with, but only to the extent required by, the Federal Unbundling Rules.

- 6.1.1 Bright House may request that Verizon reactivate (if available) an *unused drop and NID* or provide Bright House with access to a drop and NID that, at the time of Bright House's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).
- 6.1.2 Upon site-specific request, Bright House may obtain access to the Sub-Loop Distribution Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for in the Pricing Attachment. It is not technically feasible to access the Sub-Loop Distribution Facility if a technician must access the facility by removing a splice case to reach the wiring within the cable. Bright House may obtain access to a Sub-Loop Distribution Facility through any method required by the Federal Unbundling Rules, in addition to existing methods such as from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if Bright House is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of Bright House at such terminal. If Bright House obtains access to a Sub-Loop Distribution Facility from a TOPIC, Bright House shall install a TOPIC on an easement or Right of Way obtained by Bright House within 100 feet of the Verizon FDI to which such Sub-Loop Distribution Facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a Bright House TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by Bright House for any of Bright House's electronics in the TOPIC. Bright House shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.
- 6.1.3 Bright House may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Bright House, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether the Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.
- 6.1.4 To order access to a Sub-Loop Distribution Facility from a TOPIC, Bright House must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to a Bright House TOPIC. To make such a request, Bright House must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which Bright House wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the

location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of Bright House's demand for access to Sub-Loop Distribution Facilities at the requested FDI. Bright House must submit the application fee set forth in the Pricing Attachment attached hereto and Verizon's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution Facility Interconnection Application. Bright House must submit Sub-Loop Interconnection Applications to:

**[For VZEast States]:**

Collocation Applications  
Verizon  
Room 503  
185 Franklin Street  
Boston, MA 02110  
E-Mail: [collocation.applications@Verizon.com](mailto:collocation.applications@Verizon.com)

**[For VZWest States]:**

Bright House's Account Manager

- 6.1.5 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Verizon shall provide to Bright House a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").
- 6.1.6 Bright House shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of Bright House's receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if Bright House breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide Bright House with access to a Sub-Loop Distribution Facility, Verizon shall bill Bright House, and Bright House shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.
- 6.1.7 After Verizon has completed the installation of the interconnecting cable to a Bright House TOPIC and Bright House has paid the full cost of such installation, Bright House can request the connection of Verizon Sub-Loop Distribution Facilities to the Bright House TOPIC. At the same time, Bright House shall advise Verizon of the services that Bright House plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility

and assign the pairs in the interconnecting cable. Bright House shall run any crosswires within the TOPIC.

- 6.1.8 If Bright House requests that Verizon reactivate an unused drop and NID, then Bright House shall provide dial tone (or its DSL equivalent) on the Bright House side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution Facility to the Bright House dial tone or equivalent from the TOPIC. If Bright House requests that Verizon provide Bright House with access to a Sub-Loop Distribution Facility that, at the time of Bright House's request, Verizon is using to provide service to a Customer, then, after Bright House has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution Facility using the "loop through" approach. On the due date, Bright House shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit Bright House's LNP request.
- 6.1.9 Verizon will not provide access to a Sub-Loop Distribution Facility if Verizon is using the loop of which the Sub-Loop Distribution Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.
- 6.1.10 Verizon shall provide Bright House with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals
- 6.1.11 Verizon shall repair and maintain a Sub-Loop Distribution Facility at the request of Bright House and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. Bright House accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) Bright House reports to Verizon a Customer trouble, (b) Bright House requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution Facility facilities or equipment in whole or in part, Bright House shall pay Verizon the charges set forth in the Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by Bright House is not available at the appointed time. If as the result of Bright House instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Bright House by Verizon. If as the result of Bright House instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Bright House by Verizon.

6.2 [Intentionally Left Blank].

6.3 Collocation in Remote Terminals.

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

7. **Sub-Loop for Multiunit Tenant Premises Access**

7.1 Upon request by Bright House, Verizon shall provide to ~~Bright House or, at Bright House's direction and on its behalf, a Bright House affiliate providing facilities used to provide Bright House End Users with interconnected VoIP services (for purposes of this Section 7 of this Attachment, "Bright House"),~~ access to the Sub-Loop for Multiunit Premises Access in accordance with 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

**Deleted:** , but only to the extent required by,

7.1.1 ~~House and Riser.~~ Subject to the conditions set forth in Section 1 of this Attachment and upon request by Bright House, Verizon shall provide to Bright House access to a House and Riser Cable in accordance with this Section 7 and the rates and charges provided in the Pricing Attachment. Verizon will provide access to a House and Riser Cable ~~where such facility is available and where Verizon (a) owns, operates, maintains and controls such facility or (b) otherwise has the legal right to manage, operate, or control such facility.~~ ~~Bright House~~ may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point.

**Deleted:** only if Verizon

**Deleted:** and only where such facility is available. \*\*\*CLEC Acronym TE\*\*\*

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

**Deleted:** It is not technically feasible to access inside wire sub-loop if a technician must access the facility by removing a splice case to reach the wiring within the cable.

7.1.1.1.1 Bright House shall locate its facilities within cross connect distance of the point of interconnection on such cable. Facilities are within cross connect distance of a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection.

7.1.1.1.2 If suitable space is available, Bright House shall install its facilities no closer than fourteen (14) inches of the point of interconnection for such cable, unless otherwise agreed by the Parties.

7.1.1.1.3 Bright House's facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that Bright House's facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment. Any dispute regarding the application of this provision, including regarding Verizon's plans, shall be subject to the dispute

resolution procedures of Section 14 of the  
General Terms and Conditions.

- 7.1.1.1.4 Bright House shall identify its facilities as those of Bright House by means of permanently-affixed externally-visible signage or markings.
- 7.1.1.1.5 To provide Bright House with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any right of way for Bright House, (c) secure space for Bright House in any building, (d) secure access to any portion of a building for Bright House or (e) reserve space in any building for Bright House.
- 7.1.1.1.6 Verizon shall perform cutover of a Customer to Bright House 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 Bright House's facilities, and Verizon shall reasonably determine how to perform such installation. Bright House shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Bright House in accordance with Bright House's order for such services.
- 7.1.1.2 If proper Bright House facilities are not available at the time of installation, Verizon shall bill Bright House, and Bright House shall pay to Verizon, the Not Ready Charge set forth in the Agreement and the Parties shall establish a new cutover date.
- 7.1.1.3 Verizon shall perform all installation work on Verizon equipment in connection with Bright House's use of Verizon's House and Riser Cable. All Bright House equipment connected to a House and Riser Cable shall comply with applicable industry standards.
- 7.1.1.4 Verizon shall repair and maintain a House and Riser Cable at the request of Bright House. Bright House 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) Bright House reports to Verizon a Customer trouble, (b) Bright House 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 Bright House shall pay Verizon the charge set forth in the Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Bright House is not available at the appointed time. If as the result

of Bright House instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Agreement will be assessed per occurrence to Bright House by Verizon. If as the result of Bright House instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Agreement will be assessed per occurrence to Bright House by Verizon.

7.1.2 Single Point of Interconnection. In accordance with, but only to the extent required by, the Federal Unbundling Rules, upon request by Bright House and provided that the conditions set forth in Subsections 7.1.2.1 and 7.1.2.2 are satisfied, the Parties shall negotiate in good faith an amendment to the Agreement memorializing the terms, conditions and rates under which Verizon will provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers:

7.1.2.1 Verizon has distribution facilities to the multiunit premises, and either owns and controls, or leases and controls, the House and Riser Cable at the multiunit premises; and

7.1.2.2 Bright House certifies that it will place an order for access to an unbundled Sub-Loop network element under the Federal Unbundling Rules via the newly provided single point of interconnection.

## **8. Dark Fiber Transport and Transitional Provision of Embedded Dark Fiber Loops**

8.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Bright House, Verizon shall provide Bright House with access to unbundled Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and rates, terms and conditions of Verizon's applicable Tariffs. Verizon shall not be required to provide, and Bright House shall not request or obtain, unbundled access to any dark fiber facility that does not meet the definition of Dark Fiber Transport (except to the extent Verizon is required to provide Bright House with unbundled access to Bright House's embedded base of Dark Fiber Loops under Section 8.3 below). For the avoidance of any doubt, notwithstanding any other provision of this Agreement, a Verizon Tariff, or otherwise, Verizon shall not be required to provide, and Bright House shall not request or obtain, Dark Fiber Transport that does not connect a pair of Verizon UNE Wire Centers. Access to unbundled Dark Fiber Transport will be provided by Verizon only where existing facilities are available except as provided in Section 17 below. Access to Dark Fiber Transport will be provided in accordance with, but only to the extent required by, the Federal Unbundling Rules. Dark Fiber Transport consists of Verizon optical transmission facilities without attached multiplexers, aggregation or other electronics. To the extent Verizon's Dark Fiber Transport contains any lightwave repeaters (e.g., regenerators or optical amplifiers) installed thereon, Verizon shall not remove the same. Except as otherwise required by the Federal Unbundling Rules, the following terms and conditions apply to Verizon's Dark Fiber Transport offerings.

8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Transport:

- 8.2.1 [Intentionally Left Blank].
- 8.2.2 Bright House may access Dark Fiber Transport only at a pre-existing Verizon accessible terminal of such Dark Fiber Transport, and Bright House may not access Dark Fiber Transport at any other point, including, but not limited to, a splice point or case. Dark Fiber Transport is not available to Bright House unless such Dark Transport is already terminated on an existing Verizon accessible terminal. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon UNE Wire Center, and not terminated to a fiber patch panel, are not available to Bright House.
- 8.2.3 Except if and, to the extent required by, the Federal Unbundling Rules and Section 17 below, Verizon will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate Bright House's request.
- 8.2.4 Verizon shall perform all work necessary to install a cross connect or a fiber jumper from a Verizon accessible terminal to a Bright House collocation arrangement.
- 8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of Bright House's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Transport may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the Bright House's Dark Fiber Inquiry Form, indicating whether Dark Fiber Transport may be available (if so available, an "Acknowledgement") based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Transport. Where a direct Dark Fiber Transport route is not available, Verizon will provide, where available, Dark Fiber Transport via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in the Pricing Attachment. In cases where Verizon provides Dark Fiber Transport via an indirect route as described in this section, Bright House shall not be permitted to access the Dark Fiber Transport at any intermediate central office between the two Verizon central offices that are the end points of the route. In no event shall Verizon be required to provide Dark Fiber Transport between two central offices that are the end points of a route on which Verizon is not required under the Federal Unbundling Rules to provide Dark Fiber Transport to Bright House. Verizon reserves the right to limit the number of intermediate Verizon Central Offices on an indirect route consistent with limitations in Verizon's network design and/or prevailing industry practices for optical transmission applications. Any limitations on the number of intermediate Verizon Central Offices will be discussed with Bright House. If access to Dark Fiber Transport is not available, Verizon will notify Bright House, within fifteen (15) Business Days, that no spare Dark Fiber Transport is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found

during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in the Pricing Attachment.

- 8.2.5.1 Bright House shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in the Pricing Attachment, pending receipt of an order for the Dark Fiber.
- 8.2.5.2 Upon request from Bright House as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber Transport for Bright House's use for ten (10) Business Days from Bright House's receipt of Acknowledgement and may not allow any other party (including Verizon) to use such fiber during that time period.
- 8.2.5.3 Bright House shall submit an order for the reserved Dark Fiber Transport as soon as possible using the standard ordering process or parallel provisioning process as described in Section 8.2.5.5. The standard ordering process shall be used when Bright House does not have additional requirements for collocation. The parallel provisioning process shall be used when Bright House requires new collocation facilities or changes to existing collocation arrangements.
- 8.2.5.4 If no order is received from Bright House for the reserved Dark Fiber Transport within ten (10) Business Days from Bright House's receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Transport that Verizon previously notified Bright House are available. Should Bright House submit an order to Verizon after the ten (10) Business Day reservation period for access to Dark Fiber Transport that Verizon has previously notified Bright House was available, Bright House assumes all risk that such Dark Fiber Transport will no longer be available.
- 8.2.5.5 Upon Bright House's request, the Parties will conduct parallel provisioning of collocation and Dark Fiber Transport in accordance with the following terms and conditions:
  - 8.2.5.5.1 Bright House will use existing interfaces and Verizon's current applications and order forms to request collocation and Dark Fiber Transport.
  - 8.2.5.5.2 Verizon will parallel process Bright House's requests for collocation, including augments, and Dark Fiber Transport.
  - 8.2.5.5.3 Before Bright House submits a request for parallel provisioning of collocation and Dark Fiber Transport, Bright House will:
    - 8.2.5.5.3.1 submit a Dark Fiber Inquiry Form and receive an Acknowledgement

from Verizon; and

- 8.2.5.5.3.2 submit a collocation application for the Verizon Central Office(s) where the Dark Fiber Transport terminates and receive confirmation from Verizon that Bright House's collocation application has been accepted.
- 8.2.5.5.4 Bright House will prepare requests for parallel provisioning of collocation and Dark Fiber Transport in the manner and form reasonably specified by Verizon.
- 8.2.5.5.5 If Verizon rejects Bright House's Dark Fiber Transport request, Bright House may cancel its collocation application within five (5) Business Days of such rejection and receive a refund of the collocation application fee paid by Bright House, less the costs Verizon incurred to date.
- 8.2.5.5.6 If Verizon accepts Bright House's Dark Fiber Transport request, Verizon will parallel provision the Dark Transport to a temporary location in Verizon's Central Office(s). Verizon will charge and Bright House will pay for parallel provisioning of such Dark Fiber Transport at the rates specified in the Pricing Attachment beginning on the date that Verizon accepts each Dark Fiber Transport request.
- 8.2.5.5.7 Within ten (10) days after Verizon completes a Bright House collocation application, Bright House shall submit a Dark Fiber change request to reposition Dark Fiber Transport from the temporary location in that Verizon Central Office(s) to the permanent location at Bright House's collocation arrangement in such Verizon Central Office(s). Bright House will prepare such request(s) in the manner and form specified by Verizon.
- 8.2.5.5.8 If Bright House cancels its collocation application, Bright House must also submit a cancellation for the unbundled Dark Fiber Transport provisioned to the temporary location in the Verizon Central Office(s).
- 8.2.6 Bright House shall order Dark Fiber Transport by sending to Verizon a separate ASR for each A to Z route.
- 8.2.7 Where a collocation arrangement can be accomplished in a Verizon premises, access to Dark Fiber Transport that terminates in a Verizon premises must be accomplished via a collocation arrangement in that Verizon premises. In circumstances where a collocation arrangement

cannot be accomplished in a Verizon premises, the Parties agree to negotiate for possible alternative arrangements.

- 8.2.8 Except as provided in Section 17 below, Dark Fiber Transport will be offered to Bright House in the condition that it is available in Verizon's network at the time that Bright House submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber Transport for Bright House's use.
- 8.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Transport, and, therefore, will not be offered to Bright House as Dark Fiber Transport.
- 8.2.10 Fiber that has been assigned to fulfill a Customer order for maintenance purposes or for Verizon's lit fiber optic systems will not be offered to Bright House as Dark Fiber Transport.
- 8.2.11 Bright House shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Transport.
- 8.2.12 Bright House may not resell Dark Fiber Transport, purchased pursuant to this Agreement to third parties.
- 8.2.13 Except to the extent that Verizon is required by the Federal Unbundling Rules to provide Dark Fiber Transport to Bright House for use for Special or Switched Exchange Access Services, Bright House shall not use Dark Fiber Transport, for Special or Switched Exchange Access Services.
- 8.2.14 In order to preserve the efficiency of its network, Verizon may, upon a showing of need to the Commission, limit Bright House to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Transport in any given segment of Verizon's network. In addition, except as otherwise required by the Federal Unbundling Rules, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:
- 8.2.14.1 Revoke Dark Fiber Transport leased to Bright House upon a showing of need to the Commission and twelve (12) months' advance written notice to Bright House; and
- 8.2.14.2 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Bright House order for Dark Transport because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Bright House, or impair Verizon's ability to meet a legal obligation.
- 8.2.15 Except as expressly set forth in this Agreement, Bright House may not reserve Dark Fiber Transport.
- 8.2.16 Bright House shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Transport

accommodate the requirements of Bright House; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Transport; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Transport to transmit permitted traffic; and (d) except as set forth with respect to the parallel provisioning process addressed above, Bright House's collocation arrangements with any proper optical cross connects or other equipment that Bright House needs to access Dark Fiber Transport before it submits an order for such access. Bright House hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the location at which it wishes to establish a demarcation point for Dark Fiber Transport, on or before the date that Bright House places an order for the applicable Dark Fiber Transport, and that it shall maintain the same going forward.

8.2.17 Bright House is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to Dark Fiber Transport that has been broken. Verizon will not repair Dark Fiber Transport that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Transport has changed.

8.2.18 [Intentionally Left Blank].

8.2.19 Bright House may request the following, which shall be provided on a time and materials basis (as set forth in the Pricing Attachment):

8.2.19.1 [Intentionally Left Blank].

8.2.19.2 A field survey that shows the availability of Dark Fiber Transport between two or more Verizon Central Offices, shows whether or not such Dark Fiber Transport is defective, shows whether or not such Dark Fiber Transport has been used by Verizon for emergency restoration activity, and tests the transmission characteristics of Verizon's Dark Fiber Transport. If a field survey shows that Dark Fiber Transport is available, Bright House may reserve the Dark Fiber Transport, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If Bright House submits an order for access to such Dark Fiber Transport after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Transport will be available when Verizon receives such order, and Bright House assumes all risk that the Dark Fiber Transport will not be available. Verizon shall perform a field survey subject to a negotiated interval. If a Bright House submits an order for Dark Fiber Transport without first obtaining the results of a field survey of such Dark Fiber Transport, Bright House assumes all risk that the Dark Fiber Transport will not be compatible with Bright House's equipment, including, but not limited to, order cancellation charges.

8.3 Transitional Provision of Embedded Dark Fiber Loops.

Notwithstanding any other provision of this Agreement, Verizon is not required to

provide, and Bright House may not obtain, unbundled access to any Dark Fiber Loop; provided, however, that if Bright House leased a Dark Fiber Loop from Verizon as of March 11, 2005, Bright House may continue to lease that Dark Fiber Loop at transitional rates provided for in the TRRO until September 10, 2006, and not beyond that date. The Parties acknowledge that Verizon, prior to the Effective Date, has provided Bright House with any required notices of discontinuance of Dark Fiber Loops, and that no further notice is required for Verizon to exercise its rights with respect to discontinuance of Dark Fiber Loops.

**9. Network Interface Device**

- 9.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Bright House, Verizon shall permit Bright House to connect a Bright House Loop to the Inside Wiring of a Customer's premises through the use of a Verizon NID in accordance with this Section 9 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Bright House with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules. Bright House may access a Verizon NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining Bright House NID deployed by Bright House or, if an entrance module is available in the Verizon NID, by connecting a Bright House Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.
- 9.2 In no case shall Bright House access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.
- 9.3 In no case shall Bright House access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.
- 9.4 In no case shall Bright House remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 In no case shall Bright House remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.
- 9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).
- 9.7 When Bright House is connecting a Bright House-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Bright House does not need to submit a request to Verizon and Verizon shall not charge Bright House for access to the Verizon NID. In such instances, Bright House shall comply with the provisions of Sections 9.2 through 9.7 of this Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 9.8 of this Attachment.
- 9.8 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Bright House may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:

- 9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, Bright House may, without contacting Verizon and without charge, remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to Bright House's NID.
- 9.8.2 Where an adequate length of Inside Wiring is not present or *environmental conditions do not permit*, Bright House may, without contacting Verizon and without charge, enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wiring from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.
- 9.8.3 Bright House may request Verizon to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. Bright House, its agent, the building owner or the Customer). If Bright House accesses the Customer's Inside Wiring as described in this Section 9.8.3, time and materials charges will be billed to the requesting party (i.e. Bright House, its agent, the building owner or the Customer).

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

**11. Dedicated Transport**

- 11.1 Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at Bright House's request, Verizon shall provide Bright House with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment. Verizon shall provide Bright House with such Dedicated Transport in accordance with, but only to the extent required by, the *Federal Unbundling Rules*. Except as provided in Section 17 below, Verizon will not install new electronics, and Verizon will not build new facilities. For the avoidance of any doubt, notwithstanding any other provision of this Agreement, Verizon shall not be required to provide, and Bright House shall not request or obtain, unbundled access to shared (or common) transport, or any other interoffice transport facility that does not meet the definition of Dedicated Transport.
- 11.2 If and, to the extent that, Bright House has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and Bright House has a right under the *Federal Unbundling Rules* to convert (and wishes to convert) such transport to unbundled Dedicated Transport under this Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion. In the case of any such conversion, Bright House shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Verizon's applicable Tariffs. If the transport to be converted comprises a portion of a High Capacity EEL (as defined in Section 16.2.1 below), the applicable provisions of Section 16 below shall apply.

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

**13. Operations Support Systems**

Subject to the conditions set forth in Section 1 of this Attachment and in Section 8 of the Additional Services Attachment, Verizon shall provide Bright House with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide Bright House with such access in accordance with, but only to the extent required by, the Federal Unbundling Rules. All such transactions shall be submitted by Bright House through such electronic interfaces.

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

- 14.1 Any request by Bright House for access to a Verizon Network Element that is not already available and that Verizon is required by the Federal Unbundling Rules to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, of this Attachment..
- 14.2 Notwithstanding anything to the contrary in this Section 14, Verizon shall not be required to provide a proprietary Network Element to Bright House under this Section 14 except as required by the Federal Unbundling Rules.
- 14.3 Network Element Bona Fide Request (BFR).
  - 14.3.1 Verizon shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by Bright House hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.
  - 14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
  - 14.3.3 Bright House may cancel a Network Element Bona Fide Request at any time, but shall pay Verizon's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
  - 14.3.4 Within ten (10) Business Days of its receipt, Verizon shall acknowledge receipt of the Network Element Bona Fide Request.
  - 14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, Verizon shall provide to Bright House a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that Verizon will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by the Federal Unbundling Rules.
  - 14.3.6 If Verizon determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to

be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from Bright House. When it receives such authorization, Verizon shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.

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

#### **15. Maintenance of Network Elements**

If (a) Bright House reports to Verizon a Customer trouble, (b) Bright House 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 Bright House shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Bright House is not available at the appointed time. Bright House accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Bright House instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Bright House by Verizon. If as the result of Bright House instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Bright House by Verizon. Verizon agrees to respond to Bright House trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

#### **16. Combinations, Commingling, and Conversions**

- 16.1 Subject to and without limiting the conditions set forth in Section 1 of this Attachment:
  - 16.1.1 Verizon will not prohibit the commingling of a Qualifying UNE with Qualifying Wholesale Services, but only to the extent and so long as commingling and provision of such Network Element (or combination

of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules, Verizon shall, upon request of Bright House, perform the functions necessary to commingle Qualifying UNEs with Qualifying Wholesale Services. The rates, terms and conditions of the applicable access Tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Agreement or the Verizon UNE Tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment. In addition, if any commingling requested by Bright House requires Verizon to perform physical work that Verizon is required to perform under the Federal Unbundling Rules, then Verizon's standard charges for such work shall apply or, in the absence of a standard charge, a fee calculated using Verizon's standard time and materials rates shall apply until such time as a standard charge is established pursuant to the terms set forth in the Pricing Attachment.

- 16.1.2 Ratcheting, i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs that are commingled with Wholesale Services are not included in the shared use provisions of the applicable Tariff, and are therefore not eligible for adjustment of charges under such provisions. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Agreement or elsewhere.
- 16.1.3 Limitation on Section 16.1. Section 16.1 is intended only to address the Parties' rights and obligations as to combining and/or commingling of UNEs that Verizon is already required to provide to Bright House under the Agreement and the Federal Unbundling Rules. Nothing contained in Section 16.1 shall be deemed to limit any right of Verizon under the Agreement to cease providing a facility that is or becomes a Discontinued Facility.
- 16.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Subject to the conditions set forth in Sections 1 and 16.1 of this Attachment:
  - 16.2.1 Verizon shall not be obligated to provide:
    - 16.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;
    - 16.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;
    - 16.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;
    - 16.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

16.2.1.5 unbundled DS3 Dedicated Transport *commingled* with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by the Federal Unbundling Rules to do so, and then not unless and until Bright House, using an ASR, certifies to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL satisfies each of the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Bright House must remain in compliance with said service eligibility criteria for so long as Bright House continues to receive the aforementioned combined or commingled facilities and/or services from Verizon and Bright House shall immediately notify Verizon at such time as a certification ceases to be accurate. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant High Capacity EEL circuit will be treated as described in Section 16.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing High Capacity EEL circuits, Bright House, within thirty (30) days of the Effective Date to the extent it has not already done so prior to the Effective Date of this Agreement, must re-certify, using an ASR, that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Any existing High Capacity EEL circuits that Bright House leased from Verizon as of the Effective Date of this Agreement that Bright House fails to re-certify as required by this Section by the end of such 30-day period shall be treated as a non-compliant circuit as described under Section 16.2.2 below effective as of the Effective Date of this Agreement.

16.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a High Capacity EEL circuit is or becomes *noncompliant* as described in this Section 16.2 and Bright House has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, to the extent it has not already done so prior to execution of this Agreement, shall reprice the subject High Capacity EEL circuit (or portion thereof that had been previously billed at UNE rates), effective beginning on the date on which the circuit became non-compliant by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Verizon shall identify in a written notice to Bright House.

16.2.3 Each certification to be provided by Bright House pursuant to Section 16.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each

circuit was established in the 911/E-911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.

- 16.2.4 The charges for conversions are as specified in the Pricing Attachment and apply for each circuit converted.
  - 16.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the Pricing Attachment.
  - 16.2.6 All requests for conversions will be handled in accordance with Verizon's conversion guidelines. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.
- 16.3 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit Bright House's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that Bright House failed to comply with the service eligibility criteria, then (without limiting Verizon's rights under Section 16.2.2 above) Bright House must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, and reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm Bright House's compliance with the service eligibility criteria, then Bright House shall provide to the independent auditor for its verification a statement of Bright House's out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall, within thirty (30) days of the date on which Bright House submits such costs to the auditor, reimburse Bright House for its out-of-pocket costs verified by the auditor. Bright House shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

## 17. Routine Network Modifications

- 17.1 General Conditions. In accordance with, but only to the extent required by, the Federal Unbundling Rules, and subject to the conditions set forth in Section 1 of this Attachment:
  - 17.1.1 Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment, as are necessary to permit access by Bright House to the Loop, Dedicated Transport, or

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

17.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.

17.3 Nothing contained in this Section 17 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under the Federal Unbundling Rules any facility that this Agreement does not otherwise require Verizon to provide on an unbundled basis under the Federal Unbundling Rules, (b) to obligate Verizon to provide on an unbundled basis under the Federal Unbundling Rules, for any period of time not required under the Federal Unbundling Rules, access to any Discontinued Facility, or (c) to limit any right of Verizon under the Agreement, any Verizon Tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

**18. Rates and Charges**

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

**19. [Intentionally Left Blank]**

**Deleted: <#> Good Faith Performance¶**  
If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with \*\*\*CLEC Acronym TE\*\*\* reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.¶

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COLLOCATION ATTACHMENT

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

Verizon shall provide to Bright House, in accordance with this Agreement, Verizon's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating Bright House's interconnection with Verizon under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement or a Tariff, Verizon shall be obligated to provide Collocation to Bright House only to the extent required by Applicable Law and may decline to provide Collocation to Bright House to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Tariff, nothing in this Agreement or a Tariff shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by Bright House to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51.

**[Note: Bright House has suggested that it would be appropriate to include actual collocation terms and conditions, rather than simply tariff references, in this section.]**

911 ATTACHMENT

1. **911/E-911 Arrangements**

- 1.1 911/E-911 arrangements provide a caller access to the appropriate PSAP by dialing a 3-digit universal telephone number "911". Verizon provides and maintains such equipment and software at the 911/E-911 Tandem Office(s)/Selective Router(s), Verizon interface point(s) and ALI Database as is necessary for 911/E-911 Calls in areas where Verizon is the designated 911/E-911 Service Provider.
- 1.2 Verizon shall make the following information available to Bright House, to the extent permitted by Applicable Law. Such information is provided at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website):
  - 1.2.1 a listing of the CLLI code (and SS7 point code when applicable) of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served for areas where Verizon is the designated 911/E-911 Service Provider;
  - 1.2.2 a listing of appropriate Verizon contact telephone numbers and organizations that currently have responsibility for operations and support of Verizon's 911/E-911 network and ALI Database systems; and
  - 1.2.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of the Controlling 911 Authority, Verizon shall make available to Bright House secured access via the Verizon 911 Information Manger electronic interface that will allow Bright House to download an electronically readable copy of such MSAG at no charge for each county within the LATA(s) in the State of Florida, where Bright House is providing Telephone Exchange Service or as otherwise required by Applicable Law, provided that Verizon is permitted to do so by Controlling 911 Authority.

2. **ALI Database**

- 2.1 Where Verizon manages the ALI Database, information regarding the ALI Database is provided electronically at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website).
- 2.2 Where Verizon manages the ALI Database, Verizon shall:
  - 2.2.1 store Bright House End User data provided by Bright House in the ALI Database;
  - 2.2.2 provide Bright House access to the ALI Database for the initial loading and updating of Bright House End User records in accordance with information contained in the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website); and
  - 2.2.3 provide Bright House an error and status report based on updates to the ALI Database received from Bright House.
- 2.3 Where Verizon manages the ALI Database, Bright House shall:

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end user

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end user

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

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

- 3.1 Bright House may, in accordance with Applicable Law, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). Verizon shall designate interface point(s), e.g., digital cross connect systems (DCS), where Bright House may interconnect with Verizon for the transmission and routing of 911/E-911 Calls to all subtending PSAPs that serve the areas in which Bright House provides Telephone Exchange Services and/or Bright House End Users obtain interconnected VoIP service.
- 3.2 In order to interconnect with Verizon for the transmission and routing of 911/E-911 Calls, Bright House shall:
  - 3.2.1 interconnect with each Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point that serves the exchange areas in which Bright House is authorized to and will provide Telephone Exchange Service;
  - 3.2.2 provide a minimum of two (2) one-way outgoing 911/E-911 trunks over diversely routed facilities that are dedicated for originating 911/E-911 Calls from the Bright House switch to each designated Verizon 911/E-

911 Tandem Office/Selective Router or Verizon interface point, using SS7 signaling where available, as necessary;

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

4. 911/E-911 General

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

5. [Intentionally Left Blank]

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

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PRICING ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 [Intentionally left blank]
- 1.3 [Intentionally left blank]
- 1.4 Charges for a Service shall be as stated in Appendix A of this Pricing Attachment. Except to the extent expressly and specifically provided in this Pricing Attachment, any rate element, service, or activity for which no price is specified herein, but which is required to be provided under the terms of this Agreement, shall be provided at no charge, it being agreed that the Parties numerous mutual obligations under this Agreement constitute full and complete compensation for such rate element(s), service(s) or activity(ies).
- 1.5 Except to the extent that Appendix A of this Pricing Attachment expressly and specifically states that a particular charge shall be as specified in a Party's tariff, no charge in Appendix A of this Pricing Attachment or any other provision of this Agreement shall be affected by any Tariff.
- 1.6 (a) Subject to sections 1.5 and 1.6(b) hereof, if, during the time that this Agreement is in effect, the Commission or the FCC establishes a rate for a function which is chargeable under this Agreement, then the newly established rate shall supersede the rate established in this Agreement.  
(b) The approval or establishment by the FCC or the Commission of a rate in a Party's tariff, or the allowing of such a rate to take effect without express approval or establishment by the FCC or the Commission, shall have no effect on any rate to be charged under this Agreement, except where this Agreement expressly states that the rate for a particular function or Service shall be as stated in a Party's tariff.
- 1.7 [Intentionally left blank]
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Verizon Telecommunications Services Provided to Bright House for Resale Pursuant to the Resale Attachment

- 2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
  - 2.1.1 The Charges for a Verizon Telecommunications Service purchased by Bright House for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to

**Deleted:** <#>Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.¶ The

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**Deleted:** the Charges for the Service stated in the Providing Party's applicable Tariff.¶ In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be

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**Deleted:** For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify \*\*\*CLEC Acronym TE\*\*\* in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill \*\*\*CLEC Acronym TE\*\*\*, and \*\*\*CLEC Acronym TE\*\*\* shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to \*\*\*CLEC Acronym TE\*\*\* pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to \*\*\*CLEC Acronym TE\*\*\* and thereafter

**Deleted:** <#>The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), prv ... [31]

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Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.

- 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by Bright House for resale pursuant to Section 3.3 of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Bright House for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.3 Notwithstanding Sections 2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Bright House for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.
- 2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:
- 2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;
  - 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services, it being understood and agreed to by the Parties that the provision of point-to-point "Special Access" services to End Users for purposes of data transmission do not constitute "Exchange Access" services for this purpose;
  - 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government

Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).

- 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is *not* subject to a wholesale discount under Section 251(c)(4) of the Act.
- 2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
  - 2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).
  - 2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Bright House pursuant to Section 3.3 of the Resale Attachment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).
- 2.3 Other Charges.
  - 2.3.1 Bright House shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to Bright House.

**3. Bright House Prices**

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

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

**5. Regulatory Review of Prices**

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



**[INSERT APPLICABLE STATE APPENDIX A HERE]**

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

**Technical Specifications and Requirements**

for

**Bright House - \*\*\*VERIZON COMPANY FULL NAME 1 TXT\*\*\*  
Fiber Meet Arrangement No. [XX]**

The following technical specifications and requirements will apply to Bright House - \*\*\*Verizon Company Full Name 1 TXT\*\*\* Fiber Meet Arrangement [NUMBER] ("FM No. [XX]"):

1. FM No. [XX] will provide interconnection facilities for the exchange of traffic (as set forth in the Amendment) between Verizon's [NAME OF TANDEM/END OFFICE] and Bright House's [NAME OF TANDEM/END OFFICE] in the State of Florida. A diagram of FM No. [XX] is included as Exhibit A-1.
2. Fiber Meet Points ("FMPs").
  - 2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs.
  - 2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [ ] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of deploying its fiber to the FNID, as well as the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for Bright House to connect [ ] strands of its fiber cable [ ] connectors. Verizon's FNID will be locked, but Verizon and Bright House will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.
  - 2.3 Bright House will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [ ] strands of its fiber optic cable in the FNID. The FNID provisioned by Bright House will be a [MANUFACTURER, MODEL]. Bright House will bear the cost of deploying its fiber to the FNID, as well as the cost installing and maintaining its FNID. The fiber patch panel within Bright House's FNID will serve as FMP No. 2. Bright House will provide a fiber stub at the fiber patch panel in Bright House's FNID for Verizon to connect [ ] strands of its fiber cable. Bright House's FNID will be locked, but Bright House and Verizon will have 24 hour access to their respective side of the fiber patch panel located in Bright House's FNID.
3. Transmission Characteristics.
  - 3.1 FM No. [XX] will be built [as a ring configuration].
  - 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].

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

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

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

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

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

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

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

requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses arising from the move or change. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.

\*\*\*CLEC Full Name TE\*\*\*

\*\*\*VERIZON COMPANY FULL NAME 1 TXT\*\*\*

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

**TO BE EXECUTED AT A LATER DATE**

\_\_\_\_\_

**Exhibit A-1**

**Bright House - \*\*\*VERIZON COMPANY FULL NAME 1 TXT\*\*\*  
Fiber Meet Arrangement No. [XX]**

**City, State**

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**Chris Savage**

**3/10/2010 11:20:00 AM**

Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to \*\*\*CLEC Acronym TE\*\*\* in connection with this Agreement. If Bright House meets the condition in subsection 6.2(d) above or has failed to timely pay two or more bills rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and Bright House shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per Calendar Quarter.

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**Chris Savage**

**3/10/2010 11:20:00 AM**

The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve Bright House from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

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**Author**

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

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

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

Tandem Transit Traffic; and

Measured Internet Traffic.

To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the types set forth in Sections 3.1.3.1 and/or 3.1.3.5, other than the obligation to pay intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Agreement. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.2, the transport and termination of such traffic shall be subject to the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.3, the Party originating such traffic shall compensate the terminating Party for the transport and

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

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

Operator services traffic from \*\*\*CLEC Acronym TE\*\*\*'s Telephone Exchange Service Customers to an operator services provider over operator services trunks;

Directory assistance traffic from \*\*\*CLEC Acronym TE\*\*\*'s Telephone Exchange Service Customers to a directory assistance provider over directory assistance trunks;

911 traffic from \*\*\*CLEC Acronym TE\*\*\*'s Telephone Exchange Service Customers to 911/E-911 Tandem Office(s)/Selective Router(s) over 911 trunks; and

Jointly-provided Switched Exchange Access Service traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between \*\*\*CLEC Acronym TE\*\*\*'s Telephone Exchange Service Customers and third-party purchasers of Switched Exchange Access Service via a Verizon access Tandem over Access Toll Connecting Trunks.

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

\*\*\*CLEC Acronym TE\*\*\*

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Chris Savage

11/1/2009 6:07:00 PM

\*\*\*CLEC Acronym TE\*\*\*. These rates are to be applied at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect, whether such traffic is delivered by Verizon for termination by \*\*\*CLEC Acronym TE\*\*\*, or delivered by \*\*\*CLEC Acronym TE\*\*\* for termination by Verizon.

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Chris Savage

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Bright House that is delivered via a direct End Office trunk to the terminating



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**Author**

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

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

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**Author**

treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection

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**Author**

Verizon's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any

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**Author**

the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Verizon's network in a LATA in accordance with the FCC Internet Orders and other applicable FCC orders and FCC Regulations

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**Chris Savage**

**2/26/2010 11:26:00 AM**

Bright House and Verizon will establish MPB arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a Verizon access Tandem Switch, or via the tandem functionality of Bright House's switch, in accordance with the MPB guidelines contained in the OBF's MECAB and MECOD documents

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**Chris Savage**

**2/26/2010 11:26:00 AM**

, except as modified herein, and in Verizon's applicable Tariffs

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**Chris Savage**

**2/26/2010 11:26:00 AM**

The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service where a portion of the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by

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**Chris Savage**

**2/26/2010 11:26:00 AM**

as to which Direct End Office Trunks to any Verizon End Office Switches has been established. Bright House 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 general, there are four alternative MPB arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff, and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.

Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by

that Party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement the Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party. The rates to be billed by each Party to the IXC for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each

<b>Page 74: [17] Deleted</b>	<b>Chris Savage</b>	<b>2/26/2010 11:26:00 AM</b>
one Party, but the remainder of the transport component, and all other components of the Switched Exchange Access Service is provided by the other Party. In each LATA, the Parties shall establish MPB arrangements for the applicable		
<b>Page 74: [18] Deleted</b>	<b>Chris Savage</b>	<b>2/26/2010 11:26:00 AM</b>
Serving Interconnection Wire Center combinations. Interconnection for the MPB arrangement shall occur at each		
<b>Page 74: [19] Deleted</b>	<b>Chris Savage</b>	<b>2/26/2010 11:26:00 AM</b>
, unless otherwise agreed to by the Parties		
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Tandem in the LATA as to which Bright House has subtending exchanges, and at each Bright House switch in the LATA		
<b>Page 74: [21] Deleted</b>	<b>Chris Savage</b>	<b>2/26/2010 11:26:00 AM</b>
Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the		
<b>Page 74: [22] Deleted</b>	<b>Chris Savage</b>	<b>2/26/2010 11:26:00 AM</b>
Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment. 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		
<b>Page 74: [23] Deleted</b>	<b>Chris Savage</b>	<b>2/26/2010 11:26:00 AM</b>
Interconnection Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.		
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The Party providing tandem functionality shall provide		
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the other Party with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.		
<b>Page 74: [26] Deleted</b>	<b>Chris Savage</b>	<b>2/26/2010 11:26:00 AM</b>
The Party providing End Office functionality shall provide		
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the other Party with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.		
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Bright House and Verizon shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 10. Each Party shall notify the other if the level of billing

or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

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

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

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

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

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

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

$$a / (a + b) = \text{Bright House Billing Percentage}$$

and

$$b / (a + b) = \text{Verizon Billing Percentage}$$

where:



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that copies of the foregoing were sent via Hand Delivery\* and U. S. Mail on April 20, 2010 to:

Dulaney L. O'Roark, III, VP/General Counsel Verizon Florida, LLC P.O. Box 110, MC FLTC 0007 Tampa, FL 33601 de.oroark@verizon.com	David Christian * Verizon Florida, Inc. 106 East College Ave., Suite 710 Tallahassee, FL 32301-7748 David.christian@verizon.com
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By: *Beth Keating*

Beth Keating  
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