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090501-TP

November 3, 2009

VIA HAND DELIVERY

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

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COMMISSION
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Re: Petition for Arbitration of 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, please find the original and seven (7) copies of the Petition of Bright House Networks Information Services (Florida) LLC (Bright House) for Arbitration of an Interconnection Agreement with Verizon Florida, LLC. Please also find a copy of the Petition in Word format on CD. Under separate cover, Bright House also is submitting requests for Christopher Savage and Danielle Frappier to appear as qualified representatives of the Company, in accordance with Rule 28-106.106.

Thank you for your assistance with this filing. Please do not hesitate to contact me if you

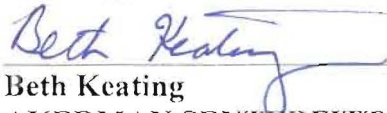
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Ms. Ann Cole
November 3, 2009
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have any questions whatsoever.

Sincerely,

A handwritten signature in blue ink that reads "Beth Keating". The signature is written over a horizontal line.

Beth Keating
AKERMAN SENTERFITT
106 East College Avenue, Suite 1200
Tallahassee, FL 32302-1877
Phone: (850) 224-9634
Fax: (850) 222-0103

Enclosures

cc: Adam Teitzman (PSC)
Beth Salak (PSC)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Bright House Networks Information
Services (Florida), LLC

Petition for Arbitration of Terms and Conditions
of An Interconnection Agreement with Verizon
Florida, LLC

Docket No.

090501

Filed: November 3, 2009

PETITION FOR ARBITRATION OF INTERCONNECTION AGREEMENT

Bright House Networks Information Services (Florida), LLC, ("Bright House") brings this arbitration petition pursuant to 47 U.S.C. §§ 251-252; to Florida Statutes §§ 364.013, 364.16, 364.161, and 364.162; to applicable regulations of the Federal Communications Commission ("FCC"); and to other applicable provisions of federal and state law. Bright House respectfully requests that the Florida Public Service Commission ("Commission") arbitrate the unresolved issues between Bright House and Verizon Florida, LLC ("Verizon"), and establish terms and conditions for an interconnection agreement between Bright House and Verizon.

I. INTRODUCTION AND SUMMARY.

A. Regulation Of Interconnection Is Needed To Enable Retail Competition.

There are two basic requirements for consumers to have real and affordable choices for reliable local phone service: it has to be easy to switch providers, and everybody must be able to call everybody else, both before and after they switch, no matter which provider they choose. If these requirements are met, the only way to win and keep customers is to offer better service at lower prices. Providers compete, and consumers win.

Unfortunately, in the telephone business, these two requirements do not come naturally. With most retail products or services, if a customer wants to switch suppliers, they just switch. But in the phone business, the old provider has to help move the customer to the new one. With most retail products or services, if a customer switches, the old supplier is simply out of the picture. But in the phone business, the old provider remains constantly involved, sending calls to, and receiving calls from, its own former customers. Phone networks have to be

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interconnected, and calls have to flow back and forth between them, no matter which provider has won or lost which customers.

Because of this unusual but unavoidable continuing interaction among providers, for phone competition to work, competing providers have to cooperate behind the scenes, even though they are rivals and even though their economic incentive is to hinder, not help, each other. This natural tension means that no matter how much retail competition there might be, regulation is needed to make sure that the critical behind-the-scenes cooperation actually occurs.

The rules governing this situation are embodied in the legal provisions referenced above. Under those rules, a competing phone provider has to try to negotiate a contract with the incumbent to deal with the critical, if sometimes obscure, behind-the-scenes arrangements that have to be worked out for competition to flourish. Where the two can agree, fine. Where they can't, the Commission is empowered to arbitrate their differences, and is obliged to set contract terms that meet the requirements of federal and state law.

Setting those terms is not, by any means, a simple or mechanical process. At a high level, the law requires the parties to interconnect their networks, to exchange traffic, to smoothly and promptly “port” (transfer) a customer’s phone number from one carrier to the other, etc., and there are a number of specific legal and regulatory requirements that must be fulfilled. But the devil, as always, is in the details. To sort out those details, the law requires that interconnection, traffic exchange, and related activities must occur on terms that are “just,” “reasonable,” “fair” and “nondiscriminatory.”¹ This includes the physical, technical, and administrative arrangements between the two carriers, as well as the rates (if any) they charge each other. Because the two carriers have different interests and viewpoints, terms that seem reasonable to one may seem either inadequate, or unreasonably burdensome, to the other. The Commission’s task is to apply the flexible, fact-specific standards just noted – justness, reasonableness, fairness

¹ *E.g.*, 47 U.S.C. §§ 251(c)(2), (3) (requiring interconnection and access to network elements to be on “just,” “reasonable,” and “nondiscriminatory” terms); Florida Statutes § 364.01(3) (“regulatory oversight” is required to “provide for the development of fair and effective competition”); Florida Statutes § 364.01(4)(g) (the Commission “shall exercise its exclusive jurisdiction to: ... ensure that all providers of telecommunications services are treated fairly, by preventing anticompetitive behavior ...”).

and nondiscrimination – to the particular network configurations, serving arrangements, and competitive situation presented in each individual arbitration case.

While these standards give the Commission considerable discretion in resolving disputed issues, that discretion is neither unguided nor unfettered. Federal and state law make clear that the *purpose* of the law is to establish an interconnection agreement that promotes and enables competition that benefits consumers.² That purpose is the touchstone to guide the Commission’s exercise of its discretion in resolving issues where the law does not dictate a particular answer, and the parties cannot agree. Consumers are harmed if the behind-the-scenes processes that must occur for competition to work are inefficient, antiquated, cumbersome, or expensive. Inefficient, costly or burdensome carrier-to-carrier business or technical arrangements make it harder to compete, harder to innovate, and harder to invest – thereby directly harming consumers. In resolving disputed issues in this case, therefore, the Commission must impose terms that avoid inefficiency, promote innovation, and encourage competition – all for the benefit of Florida consumers and the infrastructure upon which consumers and the economy of Florida rely.

B. Consumers Are Enjoying The Benefits of Retail Phone Competition.

Bright House provides wholesale telephone service. A separate company, our cable affiliate, provides a retail voice service by means of Internet Protocol communications, on an unregulated basis, to hundreds of thousands of Florida consumers.³

² *In Re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers, First Report and Order*, 11 FCC Rcd 15499 (1996) (“*Local Competition Order*”) at ¶ 4 (“The opening of all telecommunications markets to all providers [through interconnection under 47 U.S.C. § 251] will blur traditional industry distinctions and bring new packages of services, lower prices and increased innovation to American consumers.”); Consumer Choice and Protection Act, 2009 Fla. Adv. Leg. Service 226 (2009) (enacting, among other provisions, Fla. Stat. § 364.013, which provides CLECs with full interconnection rights “regardless of the technology” used to provide service to end users); The Florida Senate Bill Analysis and Fiscal Impact Statement of CS/SB 2626 (Apr. 20, 2009) at 8 (finding that 364.013 was amended to “provide that competitive local phone providers have the right to interconnect calls with the existing local phone company regardless of the technology used to transmit calls—traditional circuit-switched, the new Internet calls, or future technology.”).

³ Bright House’s cable affiliate is called “Bright House Networks, LLC.” To avoid confusion, we will simply refer to that company as our “cable affiliate.” The relationship between Bright House and its cable affiliate was discussed by the FCC and the federal court of appeals for the District of Columbia Circuit in
(note continued)...

Our cable affiliate's voice customers obtain connectivity that allows them to reach the public switched network through, and by means of, the wholesale services Bright House provides.⁴ Our wholesale services also permit third-party voice service providers to deliver calls from the Internet and the public switched telephone network to our cable affiliate's customers. As a result, those consumers cannot be ignored in assessing Bright House's role in the Florida telephone marketplace. For ease of discussion, we will refer to those voice customers as our "end users."

Our cable affiliate delivers voice service to consumers in the territories of all major incumbent local exchange carriers, or "ILECs," in Florida. In the Tampa Bay area, where we compete with Verizon, our cable affiliate is the second largest residential landline voice service provider, serving roughly one-third of the residential market. Statewide, well over a million Florida households have chosen cable-delivered interconnected voice service for their landline voice phone needs.⁵

...(note continued)

connection with our recent dispute with Verizon regarding Verizon's so-called "retention marketing" practices. See *Bright House Networks, LLC, et al. v. Verizon California, Inc. et al.*, Memorandum Opinion and Order, 23 FCC Rcd 10704 (2008) ("Retention Marketing Case") at ¶¶ 3, 12, 17 37-41; *Verizon California, Inc. v. FCC*, 555 F.3d 270, 275-76 (D.C. Cir. 2009).

⁴ Put another way, like any local telephone company, we provide our cable affiliate-customer with the ability to make calls (called "originating traffic" in phone industry jargon) and to receive calls (called "terminating traffic"). By linking our basic telephone capability to its own unregulated voice service, that service becomes "interconnected VoIP" within the meaning of relevant federal law. See 47 C.F.R. § 9.3. In addition to this basic local connectivity, we also provide a variety of related functions. These include: managing the porting of numbers in from Verizon (when a Verizon end user switches to our affiliate's voice service) or out to Verizon (when an end user moves to Verizon); arranging for directory listings; providing "exchange access" service that connects the affiliate's voice customers to long distance carriers for incoming and outgoing calls; providing connections to the E911 system for emergency calls, and obtaining from connected carriers, and passing through to our cable affiliate, the call signaling information that identifies the calling party, so "Caller ID" service can work.

⁵ According to a recent Commission report, as of December 2008 there were 4,786,237 traditional residential telephone lines in service, with a paltry 131,725 of those – only 2.8% – served by competitive local exchange carriers ("CLECs"). Florida Public Service Commission, Office of Strategic Analysis and Governmental Affairs, "Report on the Status of Competition in the Telecommunications Industry as of December 31, 2008," at page 27. In contrast, the six largest providers of cable-delivered voice service reported 1,233,829 residential lines in service – nearly ten times the amount of residential lines served by traditional CLECs. *Id.* at 47. This amounts to 23.9% of residential lines (counting both traditional LECs, cable-based providers, and other providers), and indicates strong and growing consumer acceptance of cable-delivered voice service.

An important factor in our success in the marketplace is our unwavering commitment, combined with that of our cable affiliate, to deliver top-quality customer service. Our cable affiliate, Bright House Networks, LLC, continues to receive recognition for customer service for its products and services, recently earning national attention by the highly respected J.D. Power and Associates organization for its Digital Phone service, for the fourth year in a row. According to the J.D. Power and Associates 2009 Residential Telephone Customer Satisfaction Study released September 16, 2009, Bright House Networks' customer satisfaction scores in the South Region were highest for all five factors that comprise Customer Satisfaction: Customer Service; Performance and Reliability; Cost of Service; Billing, and Offerings and Promotions.

While solid customer service is the bedrock of marketplace success, another important factor arises from the fact that we (along with our cable affiliate) offer a *facilities-based* service in competition with Verizon. While Bright House and Verizon have to interconnect to permit our respective end users to call each other, Bright House otherwise has little need for, and makes little use of, Verizon's network. This is quite different from the types of entities that came into the market when competition was authorized in the mid-1990s. Aside from niche competitors (dedicated to serving large businesses, or specialized customers like dial-up ISPs), the earliest competitors were either resellers or dependent on Verizon for "unbundled network elements," or UNEs. Resellers buy Verizon's own services at a discount and resell them to end users, branded in the name of the reseller. UNE-based competitors may own some telecommunications gear – typically a switch – but still rely on Verizon's network for the rest, including (among other things) actual physical connections to their own end users (typically referred to as "the last mile"). Time, however, has shown that competition can only go so far when the incumbent controls the physical facilities on which its rivals rely.⁶

In fairness, it would have been prohibitively expensive for a completely new competitor to build its own network solely to offer telephone service – and Bright House did not do so. To the contrary, as noted above, we provide wholesale telephone service, at present to an affiliated

⁶ Having our own facilities is not unrelated to our success in delivering high-quality customer service. Because we "control our own destiny," so to speak, it is possible for us and our cable affiliate to carefully monitor and manage the services we provide, which is critical to providing service at the level that customers demand and deserve.

cable television provider, which uses the advanced capabilities of its already-existing hybrid fiber-coax cable network to offer voice service.⁷ The cable network connects to our telephone facilities in order to indirectly interconnect its voice customers with the rest of the world.⁸ This facilities-based business model is one of the most significant, and sustained, success stories in the efforts of the State of Florida (as well as the federal government) to promote local telephone competition.⁹

The Florida Legislature has explicitly recognized the importance of Voice over Internet Protocol (“VoIP”) services as competitive retail offerings, as well as the role that wholesale providers like Bright House play in making such competitive offerings possible. *See* Florida Statutes §§ 364.01(3), 364.011(3), 364.013. The Legislature has also explicitly recognized that a wholesale provider like Bright House, supporting a retail voice provider, must have full interconnection rights, like any other CLEC, when seeking to interconnect with an incumbent like Verizon, “regardless of the technology by which the voice traffic is originated and terminated to an end user.” Florida Statutes, § 364.013. This is consistent with federal law, which grants interconnection rights to wholesale providers and extends essentially all regulatory protections enjoyed by traditional telephone end users to nontraditional VoIP end users as well.¹⁰

⁷ A hybrid fiber-coax network uses optical fiber from the cable system head-end out towards the end users, and then, at “nodes” serving perhaps 500 homes, converts to coaxial cable.

⁸ The FCC and the courts have both recognized that the serving arrangements we use – a wholesale telecommunications carrier supporting unregulated retail voice services provided by a cable affiliate – constitute the type of “facilities-based competition” that the Telecommunications Act of 1996 was intended to promote. *Retention Marketing Case*, *supra*, at ¶ 27; *Verizon California v. FCC*, *supra*, 555 F.3d at 274.

⁹ Federal law imposes certain specific obligations on ILECs designed to permit non-facilities-based competitors – resellers and UNE-based providers – to operate, even though they depend on the ILEC to a much greater degree than we do. *See* 47 U.S.C. §§ 251(c)(3), (c)(4), (c)(6). Verizon and Bright House have a small number of disagreements relating to these Verizon obligations, reflecting the relatively insignificant role that resale and UNEs play in our business model.

¹⁰ *See, e.g., Time Warner Cable Request for Declaratory Ruling*, Memorandum Opinion and Order, 22 FCC Rcd 3513 (FCC Wireline Competition Bureau Mar. 1 2007) (providers of wholesale telecommunications services in support of VoIP providers are entitled to interconnection rights); 47 C.F.R. § 9.5 (VoIP providers must provide E911 functionality to their end users); *Telephone Number Requirements for IP-Enabled Services Providers*; *Local Number Portability Porting Interval and Validation Requirements*; *IP-Enabled Services*; *Telephone Number Portability*; *CTIA Petitions for Declaratory Ruling on Wireline-Wireline Porting Issues*; *Final Regulatory Flexibility Analysis*; *Numbering Resource Optimization*, Report and Order, Declaratory Ruling, Order on Remand, and Notice (note continued)...

We believe that this is one of the first arbitrations in Florida in which the CLEC requesting arbitration provides local telephone service on a wholesale basis to an affiliated cable television system operator, and one of the first in which the CLEC requesting arbitration serves as many end users, and as large a portion of the residential market, as we do in the Tampa area. Moreover, Florida is quite unusual (if not unique) in that – as noted above – the Legislature has specifically addressed the issue of wholesale CLECs like Bright House that support the network connectivity requirements of unregulated voice service providers. *See* Florida Statutes, § 364.013. The confluence of these factors means that one of the key goals of the Commission in this arbitration must be to establish the interconnection arrangements between Verizon and Bright House that are needed to support and expand the high level of retail competition that residential consumers in the Tampa area enjoy today.

We emphasize that, while the rapid growth of cable-delivered, unregulated voice service has gone far towards realizing the promise of direct, head-to-head retail competition for residential phone service, this service is viable only because it is *interconnected* – that is, because the end users can make calls to, and receive calls from, everyone else on the public switched telephone network. As a provider of wholesale local telephone service, Bright House plays the critical role of providing connectivity between unregulated retail voice service provided by its cable affiliate, and the traditional, regulated telephone network – including Verizon. As a result, ensuring that Bright House can obtain efficient and reasonable interconnection arrangements with Verizon is essential to ensuring that the hundreds of thousands of consumers

...(note continued)

of Proposed Rulemaking, 22 FCC Red 19531 (FCC rel. Nov. 8, 2007) at ¶ 31 (VoIP end users have the same number portability rights as direct customers of carriers); *IP-Enabled Services*, Report and Order, FCC 09-40 (FCC rel. May 13, 2009) (VoIP end users entitled to same pre-service-discontinuance notices and procedures as direct customers of carriers); *In Re IP-Enabled Services*, Report and Order, 24 FCC Red 6039 (FCC rel. May 13, 2009) (VoIP end users entitled to same protection of their network usage information as direct customers of carriers); *In Re IP-Enabled Services WC Docket No. 04-36 Implementation of Sections 255 and 251(a)(2) of The Communications Act of 1934, as Enacted by The Telecommunications Act of 1996: Access to Telecommunications Service, Telecommunications Equipment and Customer Premises Equipment by Persons with Disabilities, Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities, The Use of N11 Codes and Other Abbreviated Dialing Arrangements*, Report and Order, 22 FCC Red 11275 (FCC rel. June 15, 2007) (VoIP providers subject to same requirements regarding making equipment accessible to persons with disabilities as are telecommunications carriers).

in Tampa who have chosen to obtain service from Bright House's cable affiliate – and the hundreds of thousands more who can do the same if they so choose – will continue to receive the full benefits of innovation and lower prices that competition delivers.

C. Negotiations And Key Issues In Dispute Between Bright House And Verizon.

Bright House requested negotiation of a new agreement with Verizon on May 27, 2009, as part of a confidential settlement of a dispute regarding fees for directory listings.¹¹ Bright House had understood that Verizon would revise its standard “template” contract before sending it over for Bright House's review, because that template was developed in response to the needs of resellers, UNE-based providers, and carriers serving niche markets – not facilities-based competitors like Bright House.¹² Instead, in early June 2009, Verizon sent Bright House its standard 140-page template, along with various attachments.¹³ Bright House then had to review, amend, and annotate that template, knowing that not only was it not optimized to Bright House's situation, it was written with Verizon's interests in mind and honed by Verizon over many years to include language actively unfavorable to competitors. This was a formidable task.

On September 18, 2009, Bright House sent Verizon a marked-up version of the contract, along with a chart, known as a “Decision Point List,” or DPL, that showed a side-by-side comparison of Verizon's language, Bright House's suggested changes, and a justification for each change.¹⁴ Our hope was that Verizon would review and respond to our proposals promptly, perhaps in writing, so that the parties could quickly identify where agreement might be possible

¹¹ Bright House originally brought that directory listing dispute to the Commission for resolution, but, under the terms of the parties' current agreement, the Commission granted Verizon's motion to refer the dispute to private arbitration. *In re Complaint and petition for resolution of interconnection pricing dispute against Verizon Florida, LLC, by Bright House Networks Information Services, LLC*, Order Granting Request for Oral Argument and Granting Motion to Dismiss Complaint, Docket No. 080110-TP; Order No. PSC-08-0391-FOF-TP, 2008 Fla. PUC LEXIS 238 (FL PSC June 11, 2008) (“PSC Order Dismissing Directory Listing Complaint”).

¹² Exhibit 6 (email dated May 31, 2009 from C. Savage (Bright House) to M. Daly, *et al.* (Verizon)). Please note that an index to the exhibits follows the body of this petition.

¹³ Exhibit 5 (Verizon contract template).

¹⁴ Exhibit 3 (current contract template showing Bright House's proposed changes); Exhibit 2 (Bright House current DPL). We are not providing copies of the original marked-up contract and DPL as part of this petition, although we will of course make them available to the Commission should it desire to review them.

and where our disagreements were more fundamental. Unfortunately, that did not occur. Instead, Verizon chose to discuss all of Bright House's changes in "live" discussions. To that end, the parties have held many negotiating sessions. Time, however, was not on our side. Although we have covered the vast majority of the agreement, as of the date of this filing we have not discussed the Glossary and certain aspects of the Additional Services Attachment. Bright House understands that it must continue negotiating, notwithstanding the filing of this arbitration petition, and plans to do so.¹⁵ (In fact, we already have a negotiation session with Verizon scheduled for the week following this filing.)

Even though we have not literally discussed each of our proposed changes with Verizon, our negotiations have revealed what we believe to be the fundamental differences between the parties – differences that became recurring themes during our negotiations. These fundamental differences permeate many provisions of the draft contract. As a result, while the total number of individual contract provisions in dispute is relatively large, the number of separate meaningful "issues" in dispute is rather small. In fact, there are only six "high-level" issues in dispute:

- The need for a definitive contract, *i.e.*, one that clearly and unambiguously lays out each party's rights and duties, which actions under the contract are chargeable and which are not, and, for chargeable items, what precise rate applies.
- The need for the contract to take note of Bright House's role as a wholesale carrier supplying regulated telephone service to a retail, unregulated voice service provider, and to include provisions that ensure that our ultimate end users receive all the features, capabilities, rights and benefits which they should receive to continue to promote competition, and to which they are entitled under the law.
- The need for a specific and unambiguous resolution of whether Verizon may charge for including our end users in its directories. The correct answer is that no charge should be imposed, but, if there is to be a charge, it needs to be very low, and clearly stated.

¹⁵ See 47 U.S.C. § 252(b)(5) (parties' obligation to negotiate in good faith includes the obligation to "continue to negotiate in the presence, or with the assistance, of the State commission").

- The need for robust, flexible and reasonably priced arrangements for physical interconnection and traffic exchange. There should be no arbitrary restrictions on the “types” of traffic that the parties exchange, and no restrictions on our ability to compete with Verizon by providing tandem transport capabilities in the exchange access market.
- The need for clear, easy-to-follow provisions for handling transfers of customers from one carrier to the other.
- The need for fair and symmetrical business terms, particularly in light of the size and scope of Bright House’s presence in the Tampa market.

A more detailed discussion of these issues, along with the parties’ positions, is provided in Section VI, below.¹⁶

II. DESIGNATED CONTACTS.

All communications, filings, and submissions in this proceeding, including but not limited to, correspondence, notices, inquiries, and orders, should be served upon the following designated contacts for Bright House:

Christopher W. Savage¹⁷
 Davis, Wright Tremaine, LLP
 1919 Pennsylvania Avenue NW, Suite 200
 Washington, D.C. 20006
 202-973-4211 (work)
 202-256-5445 (cell)
 202-973-4311 (fax)
 chrissavage@dwt.com

¹⁶ In addition to the six issues noted here, there are a certain number of smaller, miscellaneous issues which certainly need to be resolved, but which cannot fairly be considered to be “major” in nature. These issues, along with the major ones, are laid out in the DPL chart attached hereto as Exhibit 2.

¹⁷ As of the date of this petition, Bright House is filing appropriate “Designated Representative” forms and accompanying affidavits to include Mr. Savage, as well as his associate, Ms. Danielle Frappier, as Designated Representatives for Bright House in this matter.

With a copy to:

Beth Keating
Akerman Senterfitt
Highpoint Center, 12th floor
106 East College Avenue
Tallahassee, FL 32301
850-224-9634 (work)
850-222-0103 (fax)
beth.keating@akerman.com

and to:

Marva B. Johnson
Vice President, Technology Policy & Industry Affairs
Bright House Networks
301 E. Pine Street, Suite 600
Orlando, Florida 32801
407-210-3175 (work)
813-362-2878 (cell)
407-210-3146 (fax)
Marva.Johnson@mybrighthouse.com

III. THE PARTIES AND THEIR EXISTING RELATIONSHIP.

Bright House is a competitive local exchange carrier (“CLEC”) certified by this Commission to offer telephone services in Florida. Bright House provides telephone exchange service (traditional “local” service), exchange access (linking customers to long distance carriers, and vice-versa), private line services, and a variety of subsidiary and related functions (such as the assignment of telephone numbers) on a wholesale basis in the Tampa/St. Petersburg and Central Florida areas. Bright House is a “telecommunications carrier” and “local exchange carrier” under federal law¹⁸ and a “competitive local exchange telecommunications company” and a “telecommunications company” under Florida law.¹⁹ As a result, Bright House enjoys the

¹⁸ 47 U.S.C. § 153(44) (definition of “telecommunications carrier”); 47 U.S.C. § 153(26) (definition of “local exchange carrier”).

¹⁹ Florida Statutes § 364.02(5) (definition of “competitive local exchange telecommunications company”); Florida Statutes § 364.02(14) (definition of “telecommunications company”).

full panoply of interconnection-related rights and duties available to local exchange carriers under federal and state law.²⁰

Bright House's cable affiliate provides voice services to end users by means of its hybrid fiber-coax networks within its franchised cable service territories. As a physical, practical matter, Bright House provides its wholesale services by connecting its telecommunications equipment to its affiliate's cable networks, in order to connect the end users with the public switched telephone network.

In addition to interconnecting with Verizon, we also have direct connections with long distance carriers, wireless providers, and other entities. While in certain circumstances Verizon's network is involved in our receiving traffic from, or "transiting" traffic to, third-party carriers, our preference is to establish connections with third-party carriers in a manner that does not involve Verizon.

Verizon is an incumbent local exchange carrier, or "ILEC," within the meaning of applicable federal law²¹ and a "local exchange telecommunications company" under Florida law.²² As a result of its status as an ILEC, Verizon has all of the rights and duties established under the law for "telecommunications carriers" and "local exchange carriers," but also has certain special duties, applicable only to ILECs, set out in 47 U.S.C. § 251(c). Verizon provides local, long distance, and other services within its franchised territory in Florida, including Tampa/St. Petersburg and surrounding areas.

Bright House's principal contacts with Verizon for purposes of the effort to negotiate an interconnection agreement have been:

William S. Carnell
Assistant General Counsel
Verizon
1320 N. Court House Road
Arlington, VA 22201

²⁰ See 47 U.S.C. §§ 251-252; Florida Statutes § 364.013.

²¹ 47 U.S.C. § 251(h) (defining "incumbent local exchange carrier").

²² Florida Statutes § 364.02(8) (definition of "local exchange telecommunications company").

703-351-3180
william.s.carnell@verizon.com

and

Michael A. Daly
Manager - Interconnection Services
Verizon Partner Solutions
1320 N. Courthouse Road, 8th Floor
Arlington, VA 22201
703-974-4552 (work)
703-974-3714 (fax)
michael.a.daly@verizon.com

Bright House's cable affiliate and Verizon compete for end users in the Tampa area. Our network is interconnected with Verizon's and we are exchanging calls and performing a variety of administrative tasks for each other, such as processing number portability requests when end users shift from one network to the other. The parties' relationship is currently governed by an interconnection agreement that was originally negotiated and arbitrated in 1997 between Verizon's predecessor entity, GTE Florida Incorporated, and AT&T of the Southern States, Inc.²³ Bright House adopted that agreement for use in governing its own dealings with Verizon, as permitted under 47 U.S.C. § 252(i). That agreement was amended in a number of respects before Bright House adopted it, and Bright House adopted the amendments along with the initial agreement.

Over the last several years, Bright House and Verizon have had a number of disputes that have directly affected customers and our ability to serve them efficiently. For example, some years ago Verizon took the position that it could significantly delay transferring a customer's telephone number to Bright House if the customer was obtaining unregulated digital subscriber line ("DSL") service from Verizon on their line. Bright House filed a complaint with this Commission against Verizon regarding this problem, which became moot when the FCC ruled, in a related matter, that the presence of DSL on a line did not justify delays in porting.²⁴

²³ AT&T of the Southern States, Inc. was a CLEC at that time.

²⁴ Complaint and Request for Declaratory Ruling of Bright House Networks Information Services, LLC (Florida), Docket No. 0401170-TP (filed with FL PSC Sept. 29, 2009); *In Re BellSouth* (note continued)...

More recently, Bright House filed a complaint with the FCC and with this Commission regarding Verizon's use of confidential information obtained from "local service requests," or LSRs (that Bright House must submit to Verizon when it wins a customer), in order to market to those customers who were in the process of being transferred to Bright House. After the FCC ruled that Verizon was violating federal law, and after that ruling was sustained by the federal courts, the parties agreed that the state-law complaint before this Commission could be dismissed without prejudice.²⁵

Also recently, a dispute arose between Bright House and Verizon regarding Verizon's authority to charge Bright House for establishing directory listings for the end users of our cable affiliate, despite contract language stating that Verizon would establish listings for Bright House's customers at no charge. Bright House filed a complaint regarding that dispute with the Commission, but Verizon asserted its right to have the matter handled via private arbitration, and the Commission, on that basis, dismissed Bright House's complaint.²⁶ As noted above, as part of a settlement of that dispute, the parties agreed that Bright House would seek to negotiate a new interconnection agreement with Verizon, which brings the parties before the Commission now.

Bright House has other monetarily significant disputes pending with Verizon which have not (yet) erupted into litigation. We hope that these can be settled. Regardless, these simmering disputes simply confirm the need for a new agreement with Verizon that is tailored to our actual business, technical and operational needs.

...(note continued)

Telecommunications, Inc. Request for Declaratory Ruling that State Commissions May Not Regulate Broadband Internet Access Services by Requiring BellSouth to Provide Wholesale or Retail Broadband Services to Competitive LEC UNE Voice Customers, 20 FCC Rcd 6830 (2005).

²⁵ *Verizon California, Inc. et al. v. FCC et al.*, 555 F.3d 270 (D.C. Cir. 2009), *upholding Retention Marketing Case*; Bright House Networks' Notice of Supplemental Authority and Request for Order, Consolidated Docket Nos. 070691-TP and 080036-TP (filed with FL PSC Feb. 11, 2009); Comcast's Response to Verizon's Suggestion that Comcast's Complaint be Dismissed, Consolidated Docket Nos. 070691-TP and 080036-TP (filed with FL PSC Feb. 24, 2009); Verizon Florida LLC's Response to Notice of Supplemental Authority and Request for Order, Consolidated Docket Nos. 070691-TP and 080036-TP (filed with FL PSC Feb. 18, 2009).

²⁶ PSC Order Dismissing Directory Listing Complaint, *supra*.

At bottom, all of these disputes arise from the competition between the voice service provided by Bright House's cable affiliate and Verizon's traditional phone service. Fortunately, because Bright House is a facilities-based competitor, Verizon's opportunities to interfere with Bright House are somewhat limited. Verizon must focus on matters regarding interconnection and traffic exchange, and on the process of transferring customers from Verizon to Bright House. To the extent that Verizon can make those processes and activities cumbersome, slow, and expensive, that will interfere with retail competition – and, therefore, will injure consumers. One of our key objectives in this arbitration proceeding is to establish a contract with Verizon that does not permit this to occur.

IV. JURISDICTION AND APPLICABLE LEGAL STANDARDS.

The Commission has jurisdiction over Bright House's petition pursuant to Section 252 of the Communications Act²⁷ and numerous provisions of Florida law.²⁸ Under Section 252(b)(1),

²⁷ 47 U.S.C. §§ 252(b), (c) (empowering state regulators to arbitrate interconnection agreements between ILECs and competitors; establishing arbitration procedures; establishing and substantive arbitration standards).

²⁸ Florida Statutes § 364.01(3) (noting that the “transition” from monopoly to competition in local phone markets “will require appropriate regulatory oversight to protect consumers and provide for the development of fair and effective competition”); Florida Statutes, § 364.01(4)(b) (directing the Commission to “exercise its exclusive jurisdiction in order to: ... encourage competition through flexible regulatory treatment among providers of telecommunications services in order to ensure the availability of the widest possible range of consumer choice in the provision of all telecommunications services”); Florida Statutes, § 364.01(4)(g) (directing the Commission to “exercise its exclusive jurisdiction in order to: ... ensure that all providers of telecommunications services are treated fairly, by preventing anticompetitive behavior and eliminating unnecessary regulatory restraint”); Florida Statutes, § 364.012(2) (noting that Chapter 364 does not “limit or modify the Commission’s authority to arbitrate and enforce interconnection agreements”); Florida Statutes, § 364.013 (“notwithstanding” the fact that retail VoIP services are unregulated, “a competitive local exchange telecommunications company is entitled to interconnection with a local exchange telecommunications company to transmit and route voice traffic between both the competitive local exchange telecommunications company and the local exchange telecommunications company regardless of the technology by which the voice traffic is originated by and terminated to an end user. The commission shall afford such competitive local exchange telecommunications company all substantive and procedural rights available to such companies regarding interconnection under the law”); Florida Statutes, § 364.02(13) (“notwithstanding” that VoIP is deregulated, “the Commission may arbitrate, enforce, or approve interconnection agreements, and resolve disputes as provided by 47 U.S.C. §§ 251 and 252, or any other applicable federal law or regulation”); Florida Statutes § 364.15 (Commission is authorized to direct “repairs,” “improvements,” “additions,” and “extensions” to “any telecommunications facility” that reasonably need to be made); Florida Statutes, § 364.16 (local exchange carriers in Florida must interconnect and exchange traffic, and must attempt to negotiate terms and conditions for such matters; Commission shall resolve disputes); Florida Statutes § (note continued)...

a party's request for arbitration to a state commission must be made between the 135th day and the 160th day after the date the ILEC receives a request for negotiations. Negotiations were formally initiated between Bright House and Verizon as of May 27, 2009. The 160th day following that request is Tuesday, November 3, 2009, so this petition is timely filed. Under Section 252(b)(4)(C), the Commission is to complete its arbitration of open issues within nine months of the date on which negotiations commenced. That date is Saturday, February 27, 2010, and we respectfully urge the Commission to complete this proceeding by that date.

Bright House requests that the Commission conduct an evidentiary hearing in this proceeding. Many of the issues have significant business and competitive implications for Bright House, Verizon, and the Florida telecommunications marketplace as a whole. Indeed, probably the most important thing about this arbitration is the effect that Commission's decisions will have on the ability of Florida residential consumers to exercise a real choice among retail phone service providers. As of the filing of this petition, Bright House expects to provide testimony both from its own employees and from outside economic/policy experts, to more fully explain the basis for, and implications of, its proposals and Verizon's counter-proposals.²⁹

Substantively, this arbitration must be resolved under the standards in 47 U.S.C. §§ 251 and 252, applicable rules and orders issued by the FCC, applicable Florida statutes, and applicable orders of this Commission. With respect to Florida law, since at least 1995, this state has been on the forefront of encouraging competition in local telephone service, for the benefit of

...(note continued)

364.161 (Florida ILECs must unbundle their networks and offer their services for resale without unreasonable restrictions; Commission shall resolve disputes the parties cannot negotiate); Florida Statutes, § 364.162 (Florida local exchange carriers must negotiate terms and conditions of interconnection and traffic exchange; Commission shall resolve disputes the parties cannot negotiate); Florida Statutes, § 364.30 (in establishing interconnection arrangements for traffic exchange, the carrier initiating the traffic may choose the interconnection point to which to route calls); Florida Statutes, § 364.3381 (Commission has "continuing jurisdiction" to resolve issues of "cross-subsidization, predatory pricing, or similar anti-competitive behavior").

²⁹ The parties have no dispute regarding many issues and contractual provisions, and, based on the content of our negotiations with Verizon, we expect that some issues that we currently must list as in dispute may well be resolved by negotiation by the time Verizon files its response, or shortly thereafter. For this reason, Bright House suggests that the Commission schedule a pre-hearing conference in this matter for some time during the first or second week of December, 2009, in order to identify the issues that at that time still separate the parties, so that discovery, testimony, etc. may be focused on the issues that are actually open then.

Florida consumers.³⁰ Also, while federal law “controls,” in that the Commission’s decision must not contradict federal requirements or fail to effectuate federally-mandated rights and duties, federal law expressly recognizes that states have the authority to develop state-specific, pro-competitive interconnection and unbundling obligations as needed to reflect and accommodate the specific competitive conditions in each individual state, with which each state commission will be most familiar.³¹ The Commission, in short, is free to, and is expected to, develop Florida-specific interconnection requirements that take account of, and reflect, competitive conditions in Florida.³²

V. NEGOTIATIONS.

As noted above, Bright House and Verizon had a dispute regarding directory listing charges, which we settled on a confidential basis. As part of that settlement, we agreed to negotiate a new interconnection agreement with Verizon. Bright House understood that Verizon would review its standard “template” interconnection contract and provide a version for Bright House’s consideration that would have been edited to reflect the fact that Bright House was a

³⁰ This is evidenced, in part, by the Florida legislature’s decisions both to deregulate VoIP as a retail, end-user service (Florida Statutes, §§ 364.01(3), 364.011(3), & 364.013) and to expressly declare that local carriers are entitled to full interconnection rights regardless of the specific technology used to provide voice services to end users. (Florida Statutes, § 364.013.)

³¹ See 47 U.S.C. § 251(d)(3) (FCC development of rules/regulations to implement local competition “shall not preclude the enforcement of any [State] order, regulation or policy ... that (A) establishes access and interconnection obligations of local exchange carriers; (B) is consistent with the requirements of [Section 251]; and (C) does not substantially prevent implementation of the requirements of [Sections 251-261 of the Communications Act]”); 47 U.S.C. § 252(e)(3) (nothing in Section 252 “shall prohibit a State commission from establishing or enforcing other requirements of State law” in connection with reviewing an arbitrated or negotiated interconnection agreement); 47 U.S.C. § 261(b) (nothing in Sections 251-261 of the Communications Act “shall prohibit any State commission from ... prescribing regulations ..., in fulfilling the requirements of [Sections 251-261 of the Communications Act], if such regulations are not inconsistent with [those provisions]”); 47 U.S.C. § 261(c) (“nothing in [Sections 251-261 of the Communications Act] precludes a State from imposing requirements on a telecommunications carrier for intrastate services that are necessary to further competition in the provision of telephone exchange service or exchange access, as long as the State’s requirements are not inconsistent with [those provisions] or the Commission’s regulations to implement [those provisions]”).

³² In this regard, as shown in note 28, *supra*, Florida law contains a wide array of provisions empowering the Commission to regulate carriers, including Verizon, as needed to promote effective and efficient network interconnection and traffic exchange, as well as effective retail competition.

large, facilities-based competitor.³³ Specifically, Bright House had understood that “Verizon was going to want to take some time to review its generic/template agreement with an eye towards customizing it for the specific circumstances of a cable-based interconnector, whose needs for (e.g.) resale and UNEs will be limited at best.”³⁴ This made sense because Verizon’s template contract has evolved over the years as Verizon has encountered competitive challenges from pure resellers; from niche-based CLECs serving dial-up ISPs; and from UNE-based CLECs who lack critical “last mile” loop and other facilities and are therefore dependent on Verizon for their ability to serve their own customers. The needs and concerns of a cable-affiliated competitor such as Bright House are obviously quite different.

Bright House was, evidently, misinformed. Verizon’s negotiator stated that he “had not planned [to] take the first shot at revising the template towards the specific needs of [Bright House] or of cable operators in general” and that he “[knew] of no other effort to do so.”³⁵

When we delved into our review process, we found a template agreement replete with provisions designed to give Verizon an unfair upper hand in its dealings with interconnecting entities. On some level we can appreciate that these provisions were developed in response to Verizon concerns that arose in dealing with small and, sometimes, potentially unreliable resellers, niche competitors and UNE-based carriers. Even so, many provisions are simply inappropriate or unnecessary for a contract with a large, stable facilities-based competitor such as Bright House, which has a large and growing base of end users and scant need to rely on Verizon’s own network facilities to compete.

The upshot is that Bright House needed to make substantial changes to Verizon’s template in order to make the agreement reasonably applicable to – and reasonably fair to – Bright House. Nevertheless, in order to make it easier for Verizon to review and respond to Bright House’s proposal, Bright House did not merely send Verizon back a marked-up contract (although we did do that). Instead, Bright House also undertook the task of generating a

³³ See Exhibit 6 (email dated May 31, 2009 from C. Savage (Bright House) to M. Daly, *et al.* (Verizon)).

³⁴ *Id.*

³⁵ See Exhibit 7 (email dated June 1, 2009 from W. Carnell (Verizon) to C. Savage (Bright House)).

“Decision Points List,” or DPL, showing, in a side-by-side chart, Verizon’s original proposed language, Bright House’s proposed changes to it, and Bright House’s justification for each change. By providing a concise and complete explanation for each change, Bright House made it possible to negotiate in a speedy and efficient manner.

Bright House sent these materials to Verizon on Friday, September 18, 2009. The next week, on September 24, the parties had a call in which, among other things, Bright House explained that, “while there are many different places where we think the wording of the agreement needs to be changed to reflect current market realities, there really are only a relatively small number of ‘concerns’ or ‘issues’ that underlie the changes.”³⁶ We explained that our key concerns were that (a) the contract must be binding, and must definitively establish which functions are chargeable, and what the charges for each function would be; (b) the contract must expressly recognize that Bright House is a wholesale provider supporting a retail voice service affiliate, and neither Bright House nor its ultimate end users should be disadvantaged by virtue of that arrangement; and (c) the contract must provide for robust and flexible interconnection arrangements appropriate to the size and scope of the parties’ interconnection needs.

Telephonic negotiation sessions, nearly all lasting several hours, ensued on October 7, October 13, October 14, October 20, October 22, October 27, October 29, and October 30. In addition, Bright House repeatedly urged Verizon to review the DPL chart and to respond in writing (via email or otherwise) to Bright House’s specific suggestions.³⁷ Verizon never did so. Further, Bright House made clear to Verizon that Bright House negotiators were available to conduct negotiations more frequently than the twice-weekly sessions in which Verizon was prepared to engage.³⁸ Verizon was not interested in more frequent negotiations.³⁹

³⁶ Exhibit 8 (email dated September 21, 2009 from C. Savage (Bright House) to W. Carnell (Verizon)) (noting points to be discussed on September 24 call).

³⁷ See, e.g., Exhibit 9 (email dated October 26, 2009 from C. Savage (Bright House) to W. Carnell & M. Daly (Verizon)).

³⁸ *Id.*

Evidently Verizon hoped that Bright House would agree to extend the deadline for filing.⁴⁰ Bright House could not agree, however, for several reasons. First, the negotiations that had occurred as of the filing date demonstrated that there were significant, recurring issues where the parties could not agree, and that would therefore have to be arbitrated. As a result, further negotiations – no matter how potentially fruitful on some matters – would not obviate the need for an arbitration filing. Second, Bright House is aware (and Verizon apparently agrees) that federal law requires that the parties continue to negotiate even after this petition is filed.⁴¹ Indeed, now that this petition has been filed, the Commission may order the parties to negotiate in the presence of, and with the assistance of, its Staff. *Id.* We welcome this opportunity and believe that such assistance might facilitate reaching agreement on certain issues. Third, our experience with Verizon under the current agreement – including both the dispute regarding Verizon’s retention marketing practices, and the dispute regarding charges for directory listings – has shown that the current agreement is insufficiently protective of Bright House’s legitimate rights, and in some instances, simply too unclear, to allow it to remain in effect any longer than absolutely necessary. In these circumstances, Bright House did not view extending the arbitration deadline to be a prudent or realistic option.⁴²

Considering the history outlined above, Bright House submits that the parties have met their obligation to negotiate in good faith. The matter is ripe for arbitration by the Commission,

...(note continued)

³⁹ Exhibit 10 (email dated October 26, 2009 from W. Carnell (Verizon) to C. Savage (Bright House)). The exception was Verizon’s willingness to participate in a previously unplanned negotiation session held on October 30.

⁴⁰ *See id.*

⁴¹ *See* 47 U.S.C. § 252(b)(5). As noted above, the parties already have a negotiation session scheduled for November 11, 2009.

⁴² We thus, obviously, disagree with Verizon’s assessment that the two companies “are currently operating just fine under our current ICA.” Exhibit 10 (email from Verizon counsel to Bright House counsel). In the last two years alone, Bright House has been compelled to spend very large sums on counsel and other fees to defend against erroneous bills from Verizon claiming *approximately \$8 million* in charges that Verizon asserted were consistent with the terms of our current agreement. Under an appropriately crafted interconnection agreement, these disputes should never have arisen at all. While it is true that there are not, at this exact moment, any new disputes in litigation between Bright House and Verizon, the present negotiation arises directly from the most recent string of disputes under the current agreement. It is urgent that a new interconnection agreement be established as soon as possible.

subject, as noted above, to the parties' obligation to continue to negotiate while this matter is pending.

VI. UNRESOLVED ISSUES AND THE POSITIONS OF THE PARTIES.

As noted above, while Verizon's template agreement requires a large number of "word changes," there are actually only six significant "issues" on which the parties disagree. In order to assist the Commission and its Staff in their review of the matters to be resolved in this proceeding, we present the following:

- **First**, we provide a discussion below of the six high-level issues on which the parties disagree, along with a summary of both parties' positions. (Obviously, while Bright House will do its best to state its understanding of Verizon's position, Verizon's own response to this petition will more definitively state Verizon's views.)
- **Second**, Exhibit 1 to this petition is a chart which "maps" each high-level issue to specific contractual provisions that bring that issue into play. For example, the contract must plainly state which of a party's activities are chargeable to the other party and which are not. Verizon would defeat this requirement by (among other things) literally "incorporating by reference" the terms and conditions of all of its tariffs into the substantive obligations of the contract. Exhibit 1 notes the overall issue, and then references the specific contract provisions contract in which this issue is implicated (*e.g.*, General Terms & Conditions, §§ 1.1 and 1.2; Pricing Attachment, §§ 1.2, 1.3).
- **Third**, Exhibit 2 to this petition is Bright House's DPL, which goes through the entire Verizon template, showing on a side-by-side basis, for each provision where Bright House is proposing a change, (a) Verizon's original language; (b) Bright House's proposed change; and (c) a brief explanation of why that change is justified. To the extent that Bright House and Verizon have been able to narrow or eliminate dispute regarding a matter during negotiations, this fact is noted in the DPL.
- **Fourth**, Exhibits 3-5 provide three different versions of the agreement for purposes of facilitating review of Bright House's proposed changes with Verizon's template

agreement. Exhibit 3 to this petition is a “clean” Bright House version of the agreement that incorporates Bright House’s current proposed agreement, reflecting, to the best of our ability, the matters on which we have been able to narrow or eliminate our disputes with Verizon.⁴³ Exhibit 4 is a marked up version of Verizon’s template which shows in the “track changes” mode of Word, such that this version shows the difference between the “clean” Bright House version and the original template forwarded by Verizon. Finally, Exhibit 5 is Verizon’s original template agreement.

We note that while in this petition we are presenting the issues as we see them, as well as our positions on them, this petition does not present all of the evidence and legal/regulatory analysis that supports our views. To the contrary, our effort here is to summarize the issues and the parties’ positions in order to alert the Commission and its Staff to the scope and nature of this arbitration. In keeping with the Commission’s practice in prior arbitrations, Bright House expects to submit additional detailed evidence with respect to the open issues, as well as to submit legal briefing identifying in more detail the legal and regulatory authorities which support its positions.

With those caveats, our summary of the open issues follows:

ISSUE NO. 1: THE NEED FOR A DEFINITIVE CONTRACT.

Statement of the Issue: *Should the contract clearly state each party’s rights and duties, including when services are chargeable and on what terms? Should those rights and duties be clearly binding on the parties in the absence of a material change in applicable law?*

Bright House’s Position:

The contract should clearly and unambiguously state each party’s rights and duties. This is inherent in the federal requirement that the parties establish a “binding” agreement. *See* 47

⁴³ With respect to a number of contract provisions, in negotiations, the parties appeared to have come to a general agreement regarding how a particular matter should be handled, but were not yet able to agree on specific language. In those cases, our DPL and marked-up contract show our revised proposal, and the DPL indicates that the proposal reflects our attempt to capture the parties’ “agreement in principle.” Our hope and expectation is that by the time Verizon files its response to this petition, many of those specific contract provisions can be agreed upon.

U.S.C. § 252(a)(1). It is also the only result consistent with Congress's purpose, in establishing the interconnection agreement process, to make interconnection arrangements as close to commercially negotiated deals – as opposed to regulated, tariffed transactions – as possible.

As a result, it is unjust and unreasonable (and thus legally impermissible) to incorporate the terms and conditions of Verizon's retail and wholesale tariffs into the agreement.⁴⁴ Such incorporation of tariffs would make it impossible to ever know whether the terms of the contract itself were actually binding and controlling. Moreover, Verizon is permitted to modify its tariffs without our consent or approval, so incorporating tariffs by reference would mean that our contractual rights and duties could be changed unilaterally by Verizon. This is inconsistent with the legal requirement that an interconnection agreement be a binding contract, and would also make it impossible for us to plan and manage our business. Also, certain provisions appear to allow Verizon to cease performing its contractual obligations any time Verizon subjectively concludes that the contract terms are not themselves literally mandated by applicable law. This approach is unjust and unreasonable because one of the key functions of an interconnection agreement is to nail down the details of how the parties will interact, beyond the general obligations laid out in the law.

Moreover, to ensure clarity about each party's operational duties, and to understand which functions are chargeable and which are not, the contract should include language that unambiguously states those duties, and that the only chargeable functions are those as to which the contract itself expressly calls for a charge.

Finally, Verizon's template includes a variety of provisions that have the effect of allowing Verizon to choose not to perform what would otherwise appear to be its binding contractual duties. If there are functions identified in the contract that Verizon is not prepared to

⁴⁴ *In re Petition by Global NAPS, Inc. for arbitration pursuant to 47 U.S.C. 252(b) of interconnection rates, terms and conditions with Verizon Florida Inc.*, Final Order on Arbitration, Docket No. 011666-TP; Order No. PSC-03-0805-FOF-TP, 2003 Fla. PUC LEXIS 428, (FL PSC July 9, 2003) at 43; *Qwest v. Union Telephone*, 495 F.3d 1187, 1192 (10th Cir. 2007) (holding that in light of the sections 251 and 252 interconnection agreement processes, intra-MTA wireless traffic was subject to reciprocal compensation under an FCC order irrespective of the content of any rural ILEC tariff); *Verizon North v. Strand*, 367 F.3d 577, 583-87 (6th Cir. 2004) (finding that the negotiation/arbitration process of sections 251 and 252 may not be sidestepped by tariffs, and tariffs dealing with such topics are void).

perform during the contract's term (barring a relevant change in law), Verizon should identify those functions now, rather than waiting until Bright House attempts to obtain them. These provisions must be removed in order for the contract to truly be binding on both parties.

Verizon's Position:

Because many of the functions that Verizon is called upon to perform under the agreement are similar if not identical to functions for which Verizon has a tariff, case of administration, as well as concerns regarding nondiscrimination, indicate that its tariffs and the agreement should be harmonized; the best way to do that is to incorporate tariffs by reference.

Incorporating tariffs by reference also ensures that Verizon will be paid for functions for which it incurs costs and has a tariffed charge in place, even if it is not clear from the contract language itself that such charges will be incurred. This is reasonable because Verizon should not be called upon to incur costs for the benefit of an interconnecting entity like Bright House without recovering those costs.

Finally, the provisions that Bright House seeks to eliminate either (a) permit Verizon to negotiate with Bright House regarding the performance of functions that it has not previously been called upon to perform in Florida or (b) permit Verizon to cease providing functions that it turns out that applicable law does not require Verizon to perform.

ISSUE NO. 2: RECOGNIZING BRIGHT HOUSE'S ROLE AS A WHOLESALE PROVIDER OF TELECOMMUNICATIONS SERVICES TO ITS CABLE AFFILIATE.

Statement of the Issue: *Should the contract clearly recognize that Bright House is a provider of wholesale telephone services to its cable affiliate and ensure that (i) Bright House is not disadvantaged as compared to a retail-serving CLEC, or (ii) its affiliate's voice customers are not disadvantaged as compared to direct customers of a CLEC?*

Bright House's Position:

The contract should expressly and clearly recognize that Bright House is a wholesale provider of telephone exchange service, exchange access service, and other telecommunications services to its cable affiliate, and should ensure that neither Bright House nor its ultimate end users are in any way disadvantaged by virtue of this arrangement. As we noted above, the verdict of the market appears to be that only this business model actually delivers real

competitive alternatives for residential consumers. It is therefore critical that the terms and conditions of the contract recognize and accommodate this business model. In this regard, we note that the parties' retention marketing dispute and directory listing dispute, in whole or in part, arose because of Verizon's claim that Bright House's wholesale-provider approach meant that Verizon could violate otherwise plainly applicable rules or contractual provisions.⁴⁵ This illustrates that it is critically important to deal with this issue clearly and directly in the parties' interconnection agreement.

Verizon's Position:

Verizon owes various statutory duties to "telecommunications carriers" that seek to interconnect with Verizon. Those statutory duties do not differ based on the business model of the carrier seeking interconnection. Therefore, there is no need, and it would be inappropriate, to, in effect, modify or expand Verizon's interconnection duties to accommodate Bright House's specific business plan. That may produce some disadvantages in Bright House's plan, but Bright House can take those disadvantages into account when it decides how to proceed in the market.

ISSUE NO. 3: ESTABLISHING DIRECTORY LISTINGS FOR BRIGHT HOUSE'S END USERS.

Statement of the Issue: *In light of the substantial benefits that Verizon obtains from having access to Bright House's listing information, should Verizon be permitted to charge Bright House when Bright House undertakes the effort to provide that information to Verizon? If so, what should the charge be?*

Bright House's Position:

Verizon benefits substantially from receiving Bright House's customer listings for Verizon's directories. First, those directories become more useful to Verizon's customers when they include information about Bright House's business and residential end users that Verizon's customers may wish to contact. Second, Verizon can and does sell the listings in its directories to third-party providers of directory services. Thus, when Bright House provides Verizon with listing information, Bright House is actually giving Verizon a productive asset. Third, Florida

⁴⁵ *Retention Marketing Case* at ¶¶ 3, 12, 17, 37-41, *upheld by Verizon California, Inc. v. FCC*, 555 F.3d 270, 275-76 (D.C. Cir. 2009).

regulations require Verizon to publish a directory with the names of all persons wishing to be listed who reside within Verizon's service territory.⁴⁶ Bright House's provision of listing information for its own customers permits Verizon to meet this regulatory obligation. Fourth, Bright House incurs costs in assembling the relevant listing information and providing it to Verizon, a function from which Verizon clearly benefits, and for which Bright House receives no compensation from Verizon. If Verizon can charge Bright House for processing Bright House's listing information, then theoretically, Bright House should be permitted to charge Verizon for assembling it, and should receive an appropriate share of the revenues Verizon gets for selling listings to third parties. The better response is simply for there to be no charge in these circumstances.

If some charge from Verizon is permissible, however, it should be very low. The process by which Bright House submits directory listings is entirely automated, with human intervention required only in the very rare cases where an LSR containing listing information "falls out" due to some error. We note that Verizon only charges \$0.16 to process entirely electronic LSRs in California. The California PUC has explained that rates for such "fully-mechanized" order processing already takes into account any "fall-out" orders that require manual intervention.⁴⁷ In this proceeding, however, Verizon is proposing a much, much higher rate, both for an initial submission, and for a change or amendment to existing data. These proposed rates are plainly too high and, in any event, take no account of the benefits that Verizon obtains by receiving the information, and the costs Bright House incurs in assembling and transmitting it, noted above. In these circumstances, if any charge from Verizon to Bright House were permissible – which, we suggest, it is not – then the highest reasonable rate for establishing or changing a directory listing would not exceed \$0.42 (the rate for similar functions charged by another Florida ILEC).

⁴⁶ FL. ADMIN. CODE § 25-4.040.

⁴⁷ *Rulemaking on the Commission's Own Motion to Govern Open Access to Bottleneck Services and Establish A Framework for Network Architecture Development of Dominant Carrier Networks. Investigation on the Commission's Own Motion into Open Access and Network Architecture Development of Dominant Carrier Networks*, Decision 03-03-033; Rulemaking 93-04-003, Investigation 93-04-002, 2003 Cal. PUC LEXIS 168 (Cal. PUC Mar. 13, 2003) at *91.

Verizon's Position:

Bright House benefits from being able to offer its customers a listing in Verizon's directory. Verizon incurs costs in processing Bright House's data to include its customers. There is, therefore, justification for Verizon to charge Bright House a cost-based rate for that activity. Verizon has conducted a cost study indicating that its proposed rates for an initial submission of directory listing information and for an amendment to an existing listing, and the Commission should establish those cost-based rates for this function.⁴⁸

ISSUE NO. 4: ESTABLISHING ROBUST, FLEXIBLE AND REASONABLY-PRICED ARRANGEMENTS FOR PHYSICAL INTERCONNECTION AND THE EXCHANGE OF TRAFFIC.

Statement of the Issue: *Should the agreement permit Bright House to establish fiber meet arrangements with Verizon where each party bears its own costs of such an arrangement? Should there be any significant restrictions on the types of traffic to be exchanged over fiber or other interconnections? Should there be any charges for trunking or related functions (e.g., multiplexing)?*

Bright House's Position:

Given the large and growing number of calls exchanged between the parties, Bright House should be permitted to use fiber meet point interconnection arrangements – the most efficient means of transporting and exchanging large amounts of traffic – with each party bearing its own costs to reach the meet point. Since both parties benefit from interconnection, there should be no artificial or arbitrary restrictions on the location of the meet points; each location should be negotiated in good faith, with the Commission available to resolve disputes if the parties cannot agree. Moreover, once a meet point is established, there should be no restrictions on the types of traffic that may be transmitted using those facilities. To the contrary, the FCC has long recognized that once an interconnection arrangement is established, it is anticompetitive

⁴⁸ Bright House understands that as of the date of the filing of this petition, Verizon views its specific proposed rates for these functions to be confidential. We are therefore omitting them from this petition. Assuming that the parties cannot reach a settlement on this point, we expect that Verizon will explain its rate proposals in its response to this petition.

to require a competing carrier to establish duplicative physical arrangements to handle different services or different types of traffic.⁴⁹

When two carriers exchange large volumes of calls, they typically divide the calls into different groups based on, for example, the specific switch the calls are coming from or going to. This makes the process of exchanging calls more efficient, and in some cases even facilitates proper billing. A specific traffic link running between two switches is known as a “trunk.” When carriers exchange a lot of traffic, as Verizon and Bright House do, “trunk groups” – often very large – are established between different switches.⁵⁰

Every trunk necessarily has two ends – one at each of the switches being connected. As a result, in the context of interconnection to exchange traffic, there should be no charges to establish or maintain trunks or trunk groups, nor any related charges, such as multiplexing, in connection with the exchange of traffic between the parties. Because every trunk has two ends, trunking costs are essentially symmetrical – that is, for any cost Verizon incurs on its network, Bright House incurs a corresponding cost on its own network. More fundamentally, both Verizon and Bright House have hundreds of thousands of end users in the Tampa area, exchanging hundreds of millions of minutes of traffic in both directions each month. Interconnection is essential to both parties to be able to serve their own customer base. In these circumstances there is no reason to permit either party to impose trunking charges.

Verizon’s Position:

Verizon may be required to incur some small costs to accommodate a fiber meet arrangement, but those costs must be minimal, and the contract should so reflect. Moreover, the purpose of establishing a fiber meet, or other interconnection arrangement under the agreement, is to exchange local traffic. Other types of traffic, such as interstate access traffic, should not normally traverse local interconnection facilities. As to trunking charges, Verizon proposes to

⁴⁹ 47 C.F.R. § 51.100(b); *Local Competition Order* at ¶ 995.

⁵⁰ Note that trunks are not the same as the physical *facilities* used to carry traffic. For example, a DSL-level trunk group between two switches might be physically carried on copper facilities end-to-end; on optical fiber facilities end-to-end; or on some combination of fiber and copper. In each case, it is still treated as “the same” trunk group between those switches.

charge a non-recurring charge to Bright House any time a trunk is established. Since interconnection trunks are established to benefit Bright House, this is an appropriate charge, even though Verizon is not willing to pay corresponding non-recurring charges from Bright House for establishing Bright House's end of an interconnection trunk.

ISSUE NO. 5: THE NEED FOR PROVISIONS GOVERNING CUSTOMER TRANSFERS.

Statement of the Issue: *Should the contract contain a separate set of provisions specifically laying out what procedures will be followed when a customer is transferred from one party to another?*

Bright House's Position:

Yes. As noted above, when customers choose to switch to Bright House from Verizon, Verizon has a perverse incentive to slow down this competition by interfering with the smooth and efficient transfer of the customers. It is therefore highly advisable to have a separate and identified portion of the contract that clearly "choreographs" what is to occur during this competitively sensitive time, and when it should occur. Our proposed "customer transfer procedures" attachment accomplishes that purpose.

Verizon's Position:

No. Verizon views customer transfer provisions to be administrative in nature. It may be appropriate to have a "side letter" dealing with these matters, but they should not be part of the actual interconnection agreement.

ISSUE NO. 6: FAIR AND SYMMETRICAL BUSINESS TERMS.

Statement of the Issue: *Should the contract contain provisions that impose substantial burdens on Bright House that are not imposed on Verizon, or that give Verizon special rights that Bright House does not receive?*

Bright House's Position:

No. Bright House is a large, growing, and stable competitor. It is inappropriate for the agreement to impose burdens on Bright House, or to give protections to Verizon, that are not

symmetrical. We understand that in the past Verizon may have had to deal with some undercapitalized CLECs, including some resellers, who may have exposed Verizon to certain business risks. The language of the agreement can be crafted so that if Bright House were to fall into an economic or operational state in which Verizon's concerns might reasonably arise, appropriate protections would apply. However, given that Verizon and Bright House are each facilities-based competitors, and that each sends very substantial amounts of traffic to the other for termination, as between these two parties Verizon faces no more significant risks of nonperformance, network damage, etc., than does Bright House. Provisions of this sort should either be eliminated or made symmetrical.

Verizon's Position:

Yes. Even if Bright House is correct that Bright House itself is a large, stable and responsible competitor, any contract Verizon enters into is subject to adoption by essentially any requesting telecommunications carrier under the terms of 47 U.S.C. § 252(i). As a result, it would be imprudent of Verizon to agree to, and inappropriate for the Commission to impose, contract language that does not protect Verizon from, in effect, the most irresponsible and unstable competitor imaginable. Otherwise, such a competitor could adopt the resulting agreement and unreasonably subject Verizon to the risks that these provisions are intended to protect against.

ISSUE NO. 7: MISCELLANEOUS PROVISIONS.

Bright House's Position:

In a variety of individual provisions, Verizon is attempting either to avoid its own obligations under applicable law or to impose extra obligations on Bright House. For example, the FCC has clearly ruled that state Commissions may not impose on CLECs such as Bright House those duties that are identified in the law (mainly, Section 251(c)) as applying solely to ILECs. Yet Verizon proposes to include in the contract provisions that would oblige Bright House to negotiate regarding the provision of unbundled elements of its own network to Verizon, subject to binding dispute resolution before this Commission if Bright House chooses not to provide such elements, even though the obligation of network unbundling plainly rests with ILECs alone. The Commission should reject these proposals.

Verizon's Position:

Unknown. Verizon will explain its position on this issue in its response to this petition.

VII. CONCLUSION.

Bright House requests that the Commission arbitrate the unresolved issues described above and in the attached DPL, and resolve each issue in Bright House's favor. Bright House also requests that the Commission find that Bright House's proposed contract language, as set out in Bright House's proposed contract and its DPL, is reasonable and consistent with the law. Accordingly, Bright House requests that the Commission approve Bright House's proposed contract language, and grant such other and further relief as the Commission deems appropriate.

Respectfully submitted,



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November 3, 2009

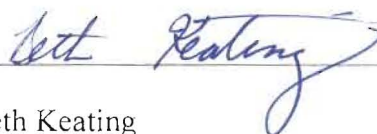
INDEX TO EXHIBITS

Exhibit 1	Map of High-Level Issues to Specific Contract Provisions
Exhibit 2	Current Decision-Point List
Exhibit 3	“Clean” Bright House Agreement
Exhibit 4	Marked-Up Bright House Agreement
Exhibit 5	Verizon Template Agreement
Exhibit 6	Email dated May 31, 2009 from C. Savage (Bright House) to M. Daly, et al. (Verizon)
Exhibit 7	Email dated June 1, 2009 from W. Carnell (Verizon) to C. Savage (Bright House)
Exhibit 8	Email dated September 21, 2009 from C. Savage (Bright House) to W. Carnell (Verizon)
Exhibit 9	Email dated October 26, 2009 from C. Savage (Bright House) to W. Carnell & M. Daly (Verizon)
Exhibit 10	Email dated October 26, 2009 from W. Carnell & M. Daly (Verizon) to C. Savage (Bright House)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via
via US Mail or Hand Delivery to the persons listed below this 3rd day of November, 2009:

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 (Hand Delivery) Verizon Florida, Inc. 106 East College Ave. Tallahassee, FL 32301-7748 David.christian@verizon.com
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EXHIBIT 1

Map of High-Level Issues to Specific Contract Provisions

DOCUMENT NUMBER - DATE

11074 NOV-38

FPSC-COMMISSION CLERK

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS		
ISSUE NO.	ISSUE	AGREEMENT PROVISIONS
1.	The contract must definitively state the parties' obligations in a manner not subject to unilateral avoidance or change; identify which functions are chargeable, and what any charges are.	<p>General Terms and Conditions:</p> <p>General Terms § 1.1 (tariffs not part of ICA)</p> <p>General Terms § 1.2 (tariffs don't apply to services ordered under ICA)</p> <p>General Terms § 2.1 (term of ICA should be substantial to create stability and enable planning)</p> <p>General Terms § 2.3 (orderly termination procedures; avoid any "gap" in ICA coverage)</p> <p>General Terms § 2.4 (tariffs not part of ICA)</p> <p>General Terms § 2.5 (ICA cannot be terminated in advance of initial term absent material breach or abandonment)</p> <p>General Terms § 4.6 (require that law change before ICA is affected)</p> <p>General Terms § 4.6.1 (role of tariffs if applicable law changes)</p> <p>General Terms § 4.7 (require that law change before ICA is affected; role of tariffs)</p> <p>General Terms § 9.5 (establish one-year contractual "statute of limitations" regarding both disputes and back-billing)</p> <p>General Terms § 10 (<i>passim</i>) (change terminology to refer to "Recipient Party" to accommodate change in Glossary § 2.99, below)</p> <p>General Terms § 12 (ICA must clearly choreograph procedures, including suspensions and terminations of service, in cases of alleged default)</p> <p>General Terms § 16 (change terminology to refer to "obtaining" services rather than "purchasing" services; see Glossary § 2.99, below)</p> <p>General Terms § 18 (eliminate language implying that Verizon not strictly bound by commitments in ICA)</p> <p>General Terms § 19 (change terminology to reflect that tariffs are not part of ICA)</p> <p>General Terms § 23 (change terminology to reflect that tariffs are not part of ICA)</p> <p>General Terms § 37.1 (change terminology to reflect clear definition of "Change in Applicable Law;" see Glossary § 2.20)</p> <p>General Terms § 37.2 (eliminate Verizon claim to have advised Bright House that certain ICA terms (and, by implication, not others) are "intended to reflect Applicable Law")</p> <p>General Terms § 41 (<i>passim</i>) (change terminology to refer to "Receiving Party" rather than "Purchasing Party;" see Glossary § 2.99, below)</p> <p>General Terms § 41.1 (remove reference to tariffs)</p> <p>General Terms § 43.2 (Verizon can't walk away from contract obligations by selling territory; must assign duties to any purchaser)</p> <p>General Terms § 47 (change terminology to refer to "obtaining" service rather than "purchasing" services; see Glossary § 2.99, below)</p>

DOCUMENT NUMBER DATE

11074 NOV-3-8

FPSC-COMMISSION ORDER

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS

<u>ISSUE NO.</u>	<u>ISSUE</u>	<u>AGREEMENT PROVISIONS</u>
1.	The contract must definitively state the parties' obligations in a manner not subject to unilateral avoidance or change; identify which functions are chargeable, and what any charges are.	<p>General Terms § 50 (eliminate Verizon language purporting to allow it to withdraw services at will if not literally required by Applicable Law)</p> <p>General Terms § 51 (clarify that the only monetary charges are those specifically stated; clarify that if no charge stated, service provided at no monetary charge; clarify that placing an "order" does not imply the "ordered" function is chargeable; clarify that Verizon's standard "Pricing Attachment" functions as a reference list of prices and does not independently create any payment obligations)</p> <p><u>Glossary:</u></p> <p>Glossary § 2.20 (define "Change in Applicable Law" to require change in law after Effective Date)</p> <p>Glossary § 2.92 (clarify definition of "Order" to ensure that references to a party "ordering" something from the other party are not construed to imply the establishment of a payment obligation)</p> <p>Glossary § 2.99 (change the term "Purchasing Party" to "Receiving Party" to avoid erroneous implication that any receipt of a "Service" (which is broadly defined) by a party entails a payment obligation)</p> <p>Glossary § 2.109 (modify definition of "Service" to ensure that it encompasses contract performance actually provided to the other party, whether or not such performance is formally "offered")</p> <p>Glossary § 2.116 (clarify definition of "Tariff" to eliminate notion that a tariff might be "applicable" to performance under the ICA)</p> <p><u>Additional Services Attachment:</u></p> <p>Additional Services § 4.2 (ensure no charges when customers are not included in directory databases)</p> <p>Additional Services § 4.3 (ensure directory listings are free)</p> <p>Additional Services § 8.2.3 (ensure that Verizon cannot impose payment obligations on Bright House by unilaterally amending its "Change Management Guidelines")</p> <p>Additional Services § 13 (eliminate language implying that Verizon not strictly bound by commitments in ICA)</p> <p><u>Interconnection Attachment:</u></p> <p>Interconnection § 2.3.2 (administration of trunk groups; elimination of Verizon right to charge)</p> <p>Interconnection § 2.4.10 (administration of trunk groups; elimination of "ordering" language)</p> <p>Interconnection § 3.1.4 (delete unneeded restrictions on use of fiber meets; clarify cost responsibility for fiber meet arrangements)</p>

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS

<u>ISSUE NO.</u>	<u>ISSUE</u>	<u>AGREEMENT PROVISIONS</u>
1.	The contract must definitively state the parties' obligations in a manner not subject to unilateral avoidance or change; identify which functions are chargeable, and what any charges are.	<p>Interconnection § 5.2.2 (rephrase to avoid implication that establishment of trunks is a chargeable event)</p> <p>Interconnection § 6.1.1 (ensure that tariffed rates do not apply to traffic exchanged under ICA unless specified)</p> <p>Interconnection § 6.2 (clarity in pricing of traffic, including ISP-bound traffic)</p> <p>Interconnection § 7.1 (clarity in application of rates for transport and termination)</p> <p>Interconnection § 7.2 (clarity in application of reciprocal compensation rates versus access rates)</p> <p>Interconnection § 7.2.1 (clarity in application of reciprocal compensation versus access)</p> <p>Interconnection § 7.2.8 (clarity in application of reciprocal compensation)</p> <p>Interconnection § 8.1 (clarity in application of reciprocal compensation)</p> <p>Interconnection § 8.2 (elimination of references to tariffs and extension of tariffs to reciprocal compensation traffic)</p> <p>Interconnection § 8.4 (establish rule that traffic types with no specified rate are exchanged at bill and keep; eliminates disputes regarding pricing)</p> <p>Interconnection § 9.2.5 (new) (clarify that there is no inter-party charging in meet point billing situation)</p> <p>Interconnection § 10.6 (clarify that charges in meet point billing situation are to IXC, not each other)</p> <p>Interconnection § 12.5 (clarify charging in cases where we send Verizon transit traffic)</p> <p>Interconnection § 13.2 (ensure no charges for loading each other's NXX codes)</p> <p>Interconnection § 16 (eliminate language implying that Verizon not strictly bound by commitments in ICA)</p> <p><u>Resale Attachment:</u></p> <p>Resale § 1 (remove reference to "applicable tariffs")</p> <p>Resale § 2.2.4 (eliminate language suggesting that a vague group of Verizon restrictions on resale are permissible)</p> <p>Resale § 7 (eliminate language implying that Verizon not strictly bound by commitments in ICA)</p> <p><u>UNE Attachment:</u></p> <p>UNEs § 1.1 (ensure tariffs don't govern UNE rates; no "applicable tariffs" under ICA)</p> <p>UNEs § 1.4 (eliminate Verizon language suggesting that it isn't obliged to provide the UNEs it offers in ICA)</p> <p>UNEs § 1.5 (ensure tariffs don't apply to "customer not ready" situations; Verizon may include applicable charge in pricing appendix)</p> <p>UNEs § 9.8.1 (ensure no charges for disconnecting Verizon network from NID)</p> <p>UNEs § 9.8.2 (ensure no charges for disconnecting Verizon network from NID)</p>

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS

<u>ISSUE NO.</u>	<u>ISSUE</u>	<u>AGREEMENT PROVISIONS</u>
1.	The contract must definitively state the parties' obligations in a manner not subject to unilateral avoidance or change; identify which functions are chargeable, and what any charges are.	<p>UNEs § 19 (eliminate language implying that Verizon not strictly bound by commitments in ICA)</p> <p><u>Collocation Attachment:</u> Collocation Attachment (<i>passim</i>) (entire section needs to be fleshed out rather than simply cross-referencing tariffs)</p> <p><u>911 Attachment:</u> 911 Attachment, § 5 (eliminate language implying that Verizon not strictly bound by commitments in ICA)</p> <p><u>Pricing Attachment:</u> Pricing § 1.2 (eliminate ambiguity regarding application of tariffs versus ICA rates) Pricing § 1.3 (eliminate importation of tariff rates to ICA) Pricing § 1.4 (ensure that no charges apply unless specifically stated in ICA) Pricing § 1.5 (confirm that prices are not affected by tariff changes; eliminate automatic updates due to regulatory action) Pricing § 1.6 (delete now-unnecessary material) Pricing § 1.7 (eliminate effort to have "FCC or Commission approved charges" apply automatically)</p>
2.	The contract must recognize and accommodate Bright House's status as a wholesale provider.	<p><u>Glossary:</u> Glossary § 2.30 (clarify that definition of "Customer" includes indirect/downstream "customers," including VoIP end users of Bright House's cable affiliate) Glossary § 2.35 (clarify that "Designated PSAP" is based on the physical location of the "End User," including downstream/indirect customers and, specifically, end uses of Bright House's cable affiliate) Glossary § 2.46 (add definition of "End User" to refer to both direct customers and indirect/downstream customers, including VoIP end users of Bright House's cable affiliate, but not entities acting as carriers) Glossary § 2.87 (clarify definition of "911/E911 Calls" to ensure that 911 calls from end users of Bright House's cable affiliate are covered) Glossary § 2.133 (add definition of "VoIP" to clarify that end users obtaining interconnected VoIP through the network of a party are treated the same as direct telephone exchange service customers of the party)</p> <p><u>Additional Services:</u> Additional Services § 4.2 (clarify that Bright House end users (which includes end users of cable affiliate) choose</p>

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS		
ISSUE NO.	ISSUE	AGREEMENT PROVISIONS
2.	The contract must recognize and accommodate Bright House's status as a wholesale provider.	<p>whether to be included in directories/databases; that directory distribution shall be nondiscriminatory; and that there are no charges either from Bright House for supplying listing information or from Verizon for processing and including it)</p> <p>Additional Services § 4.3 (clarify that establishing and maintaining basic listings for Bright House end users (which includes end users of cable affiliate) is at no charge, but that tariffed rates apply for special listing treatment)</p> <p>Interconnection Attachment:</p> <p>Interconnection § 9.1 (clarify reference to cable affiliates' end users)</p> <p>Interconnection § 15.2.1 (clarify LNP-related rights of cable affiliate's End Users)</p> <p>Interconnection § 15.3 (clarifying language to ensure that cable affiliate's end users are not disadvantaged in whole-NXX porting scenario)</p> <p>UNE Attachment:</p> <p>UNEs § 7.1 (Bright House's cable affiliate has access to Verizon NIDs/house wire on Bright House's behalf)</p> <p>UNEs § 9.8.1 (Bright House's cable affiliate may access NIDs on Bright House's behalf)</p> <p>911 Attachment:</p> <p>911 Attachment §§ 2.2.1, 2.2.2, 2.3.1, 2.3.2, 2.4, 3.1 (conform use of now-defined term "End User" to ensure that cable affiliate's end users receive proper 911 service)</p>
3.	The contract must provide specific resolution of directory listing arrangements.	<p>Additional Services Attachment:</p> <p>Additional Services § 4 (clarify that Verizon must provide directory listing functions on just, reasonable and nondiscriminatory terms as provided by law)</p> <p>Additional Services § 4.2 (clarify that Bright House end users choose whether to be included in directories/databases; that directory distribution shall be nondiscriminatory; and that there are no charges either from Bright House for supplying listing information or from Verizon for processing and including it)</p> <p>Additional Services § 4.3 (clarify that establishing and maintaining basic listings for Bright House end users is at no charge, but that tariffed rates apply for special listing treatment)</p> <p>Additional Services § 4.11 (if Bright House needs directory services not provided for in ICA, Verizon will reasonably facilitate Bright House's efforts to work with Verizon's third party directory publishing company)</p>

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS

<u>ISSUE NO.</u>	<u>ISSUE</u>	<u>AGREEMENT PROVISIONS</u>
4.	The contract must provide for robust, flexible, reasonably priced interconnection rights.	<p><u>Glossary:</u></p> <p>Glossary § 2.50 (clarify the term “Exchange Access” to distinguish between meet-point-billing traffic (access billed to IXCs) and toll traffic provided by a party (access billed to party))</p> <p>Glossary § 2.60 (clarify definition of “Information Access” to conform with applicable law)</p> <p>Glossary § 2.63 (clarify definition of “Internet Traffic for application of mirroring rule and transport charges)</p> <p>Glossary § 2.79 (clarify definition of “Measured Internet Traffic” to comply with applicable law for application of mirroring rule and transport charges)</p> <p>Glossary § 2.82 (add definition of “Meet Point Billing Traffic,” to clarify that for such traffic access charges apply to IXC, not to parties)</p> <p>Glossary § 2.106 (modify definition of “Reciprocal Compensation Traffic” to reflect applicable law, including FCC’s latest ruling from November 2008)</p> <p>Glossary § 2.123 (clarify definition of “Toll Traffic” to tie to appropriate statutory terminology and to distinguish toll services provided to end users by a party (which may result in the parties charging each other access charges) and such services provided by third party IXCs (which will result in access charges to the IXCs but no inter-party charging)</p> <p>Glossary § 2.126 (clarify definition of “Traffic Factor 2” to reflect updates to definitions of “Measured Internet Traffic” and “Reciprocal Compensation Traffic”)</p> <p><u>Interconnection Attachment:</u></p> <p>Interconnection § 2.1.1 (clarify means by which a party may establish facilities to bring traffic to a POI; clarify that Verizon is obliged to provide such facilities to Bright House at TELRIC rates)</p> <p>Interconnection § 2.1.2 (provide for SIP-format interconnection)</p> <p>Interconnection § 2.2 (clarify in heading of section that it deals with trunk administration)</p> <p>Interconnection § 2.2.1.1 (conforming change per § 2.2.1.4 to remove inbound transit traffic from general Interconnection Trunks, to facilitate billing of transit traffic)</p> <p>Interconnection § 2.2.1.2 (clarify that access toll connecting trunks may carry meet point billing traffic where either party provides tandem functionality)</p> <p>Interconnection § 2.2.1.4 (require separate trunks for inbound transit traffic, to facilitate billing of such traffic)</p> <p>Interconnection § 2.2.2 (require that parties negotiate establishment of separate trunk groups to facilitate billing, upon request of either party)</p> <p>Interconnection § 2.2.3 (per applicable law, Bright House may elect either one-way or two-way trunks)</p>

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS

<u>ISSUE NO.</u>	<u>ISSUE</u>	<u>AGREEMENT PROVISIONS</u>
4.	The contract must provide for robust, flexible, reasonably priced interconnection rights.	<p>Interconnection § 2.2.4 (clarify that trunks between Bright House and a Verizon tandem are required either if Bright House sends traffic to end offices subtending the tandem, or if Verizon end offices subtending the tandem send traffic to Bright House)</p> <p>Interconnection § 2.2.5 (no need to establish direct end office trunks unless tandem-routed traffic exceeds designated thresholds for three consecutive months)</p> <p>Interconnection § 2.2.7 (clarify which party has administrative responsibility for trunks)</p> <p>Interconnection § 2.2.8 (reasonable forecasting obligation keyed to large amount of traffic exchanged in both directions)</p> <p>Interconnection § 2.2.9 (clarify that use of industry-standard ASR to “order” trunks does not imply any payment obligation, since trunks have two symmetrical ends and transport obligations are reciprocal)</p> <p>Interconnection § 2.3.1 (delete language; conforming change in light of addition of material in § 2.1.1)</p> <p>Interconnection § 2.3.2 (clarify administration of trunks, eliminate right to charge for unused trunks; simple disconnection sufficient)</p> <p>Interconnection § 2.3.3 (delete language; conforming change in light of addition of material in § 2.1.1)</p> <p>Interconnection § 2.4.1 (delete language; conforming change in light of addition of material in § 2.1.1)</p> <p>Interconnection § 2.4.2 (delete language; conforming change in light of addition of material in § 2.1.1)</p> <p>Interconnection § 2.4.4 (delete language; conforming change in light of addition of § 2.2.8)</p> <p>Interconnection § 2.4.6 (interconnection can occur at higher than DS1 or DS3 levels)</p> <p>Interconnection § 2.4.10 (clarify administration of trunks)</p> <p>Interconnection § 2.4.11 (trunk augmentation to Verizon tandem to occur within commercially reasonable time of identification of congestion)</p> <p>Interconnection § 2.4.12 (eliminate right to charge for unused trunks; simple disconnection sufficient)</p> <p>Interconnection § 3.1.1 (clarify BHN right to establish fiber meets and clear dispute resolution if need be)</p> <p>Interconnection § 3.1.2 (loosen unreasonable and arbitrary restrictions on where fiber meets may be established)</p> <p>Interconnection § 3.1.3 (any traffic may flow over a fiber meet arrangement)</p> <p>Interconnection § 3.1.4 (clarify that each party bears its own costs in a fiber meet arrangement)</p> <p>Interconnection § 3.1.5 (conforming change regarding forecasting usage over fiber meets, in light of § 2.2.8’s mutual forecasting obligations)</p> <p>Interconnection § 3.2 (<i>passim</i>) (provisions regarding good faith negotiation to establish SIP-format interconnection)</p> <p>Interconnection § 4.1 (clarify that provision of either telephone exchange service or exchange access warrants interconnection, to conform to applicable law)</p>

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS

<u>ISSUE NO.</u>	<u>ISSUE</u>	<u>AGREEMENT PROVISIONS</u>
4.	The contract must provide for robust, flexible, reasonably priced interconnection rights.	<p>Interconnection § 4.2 (conforming change reflecting availability of fiber meets)</p> <p>Interconnection § 5 (modify heading to reflect broader scope of traffic to be exchanged)</p> <p>Interconnection § 5.2.1 (conforming change to reflect potential higher-data-rate interconnections, per § 2.4.6)</p> <p>Interconnection § 5.2.4 (conforming change; move discussion of signaling to § 5.4)</p> <p>Interconnection § 5.4 (confirm that parties will use SS7 signaling; confirm that parties will use JIP parameter)</p> <p>Interconnection § 6.2 (ensure proper application of mirroring rule and transport charges given agreement to exchange traffic at \$0.0007)</p> <p>Interconnection § 6.5 (treat FX and V/FX traffic as <i>de minimis</i> and therefore not requiring special treatment)</p> <p>Interconnection § 7.1 (ensure proper application of mirroring rule and transport and termination charges given agreement to exchange traffic at \$0.0007)</p> <p>Interconnection § 7.2 (clarify application of reciprocal compensation to all appropriate traffic, mirroring rule, and transport charges)</p> <p>Interconnection § 7.2.1 (clarify limitation on reciprocal compensation)</p> <p>Interconnection § 7.2.2 (delete; clarifies application of mirroring rule and transport charges)</p> <p>Interconnection § 7.2.9 (conforming change in light of change to § 6.5)</p> <p>Interconnection § 7.3 (delete; moot in light of agreement on \$0.0007 rate)</p> <p>Interconnection § 8.1 (clarify application of recent FCC rulings regarding scope of reciprocal compensation)</p> <p>Interconnection § 8.2 (delete; language confuses application of reciprocal compensation and access rates under ICA, in part by reference to tariffs)</p> <p>Interconnection § 8.4 (establish rule that traffic types with no specified rate are exchanged at bill and keep; eliminates disputes regarding pricing)</p> <p>Interconnection § 8.5 (delete; language subject to interpretation and ambiguity)</p> <p>Interconnection § 9.2.1 (clarify language regarding Bright House switch subtending Verizon tandem for purposes of meet point billing to IXCs who do not directly connect to Bright House)</p> <p>Interconnection § 12.4 (delete unworkable provision regarding transit traffic)</p> <p>Interconnection § 12.5 (delete language purporting to allow Verizon to charge Bright House whatever charges a third party carrier might impose of Verizon for transit traffic originating with Bright House)</p> <p>Interconnection § 14.2.2 (delete language re: forecasting; unnecessary in light of new § 2.2.8)</p> <p>Interconnection § 16 (Bright House Version) (oblige Verizon to provide reasonable assistance to Bright House in establishing direct connections with Verizon affiliates)</p>

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS		
ISSUE NO.	ISSUE	AGREEMENT PROVISIONS
4.	The contract must provide for robust, flexible, reasonably priced interconnection rights.	<p><u>Fiber Meet Exhibit:</u> Fiber Meet § 2.1 (remove unnecessary/unreasonable restriction on location of fiber meets) Fiber Meet §§ 2.2 & 2.3 (clarify that each party bears its own costs of constructing to the fiber meet) Fiber Meet § 8.3 (clarify that if a party causes the other party to bear costs due to a move in the location of the fiber meet, the party causing the costs only pays the costs attributable to the move)</p>
5.	The contract must provide clear provisions for handling transfers of customers from one carrier to the other.	<p><u>Interconnection Attachment:</u> Interconnection § 15.2 (clarify obligations regarding porting intervals, no charge for porting, classification of ports as simple or complex) Interconnection § 15.2.4 (clarify procedures regarding retaining 10-digit trigger to accommodate possible missed ports) Interconnection § 15.2.5 (require coordinated ports, at no charge, for customers with 12 or more lines)</p> <p><u>Transfer Attachment:</u> Transfer Attachment (<i>passim</i>) (provide clear procedures for customer transfers)</p> <p><u>UNE Attachment:</u> UNEs § 9.8.1 (confirm that Bright House or its cable affiliate may access NIDs without charge and without prior notice) UNEs § 9.8.2 (confirm that Bright House or its cable affiliate may access NIDs without charge and without prior notice)</p> <p><u>911 Attachment:</u> 911 Attachment § 2.3.5 (require that parties comply with NANC guidelines regarding unlocking E911 records after transfer of customer)</p>
6.	The contract must contain fair and symmetrical business terms.	<p><u>General Terms and Conditions:</u> General Terms § 4.7 (allow “commercially reasonable” time to wind down provision of services being terminate due to change in law) General Terms § 5 (permit routine assignments in connection with corporate reorganizations/refinancings) General Terms § 6 (eliminate Verizon’s unilateral ability to demand “assurance of payment”) General Terms § 7.2 (clarify that audits may involve specialized professionals other than CPAs; orderly scheduling of</p>

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS

<u>ISSUE NO.</u>	<u>ISSUE</u>	<u>AGREEMENT PROVISIONS</u>
6.	The contract must contain fair and symmetrical business terms.	<p>audits except in exigent circumstances)</p> <p>General Terms § 9.2 (party being billed must always have 30 days from receipt of bill to pay it)</p> <p>General Terms § 9.3 (explanation of a billing dispute must be in “commercially reasonable” detail)</p> <p>General Terms, § 10.1.6 (specifically include information in Bright House-submitted LSRs to Verizon as confidential information)</p> <p>General Terms, § 10.2.1 (prohibit Verizon’s retail/sales operations from using Bright House confidential information)</p> <p>General Terms, § 10.7 (add specific references to subsections of 47 U.S.C. § 222, and refer to “carrier” confidential information, not just CPNI)</p> <p>General Terms § 12 (ICA must clearly choreograph procedures, including suspensions and terminations of service, in cases of alleged default)</p> <p>General Terms § 13 (<i>passim</i>) (procedures for handling a Party discontinuing service)</p> <p>General Terms § 14.1 (initiation of a dispute must contain “commercially reasonable” level of detail)</p> <p>General Terms § 16 (Verizon requests for “extra” forecasts must be reasonable; forecasts nonbinding)</p> <p>General Terms § 17 (provision barring party from responsibility for fraud perpetrated by that party’s end users should be mutual)</p> <p>General Terms § 21 (<i>passim</i>) (make insurance obligations mutual)</p> <p>General Terms § 25.5.6 (exclude a party’s gross negligence and intentional misconduct from limitations of liability)</p> <p>General Terms § 26.3.1 (require a “substantial” interference with/impairment of customer service before a party may disconnect the other party’s service without prior notice)</p> <p>General Terms § 26.4 (use industry-standard procedures, not Verizon’s procedures, for isolating troubles)</p> <p>General Terms § 30 (all ordering by either party from the other should be via automated OSS, not manual)</p> <p>General Terms § 41.6 (characterize degree of cooperation required when other party being audited as “reasonable”)</p> <p>General Terms § 42 (make obligation to deal with each other’s technology upgrades mutual)</p> <p>General Terms § 46 (any costs imposed on Bright House as a result of exercising rights under 47 U.S.C. § 252(i) shall be as required by applicable law)</p> <p><u>Glossary:</u></p> <p>Glossary § 2.82 (add definition of “meet point billing” clarifying that either party may provide tandem functions)</p>

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS		
ISSUE NO.	ISSUE	AGREEMENT PROVISIONS
6.	The contract must contain fair and symmetrical business terms.	<p><u>Additional Services Attachment:</u></p> <p>Additional Services § 4.5 (specifically include directory-related information as confidential information, until it becomes public)</p> <p>Additional Services § 8.1.1 (oblige Verizon to provide electronic OSS ordering for any service provided under the ICA)</p> <p>Additional Services § 8.1.4 (ensure that Bright House's information does not inadvertently become "Verizon OSS" information)</p> <p>Additional Services § 8.2.1 (oblige Verizon to provide electronic OSS ordering for any service provided under the ICA)</p> <p>Additional Services § 8.2.3 (require Verizon to provide commercial reasonable advance notice of OSS changes)</p> <p>Additional Services § 8.4.2 (delete restriction on use of Verizon OSS that is not consistent with applicable law)</p> <p>Additional Services § 8.4.5 (limit BHN obligation to comply to commercially reasonable practices and procedures)</p> <p>Additional Services § 8.5.2 (ensure that Bright House's information does not become "Verizon OSS" information)</p> <p>Additional Services § 8.6.1 (clarify that general dispute resolution provisions apply to assertions that Bright House has materially breached terms of use of OSS)</p> <p>Additional Services § 8.7 (expand scope of reference to 47 U.S.C. § 222 to include carrier confidential information)</p> <p>Additional Services § 8.8.1 (clarify that any Bright House forecasts of OSS use are non-binding)</p> <p>Additional Services § 8.8.2 (clarify that any limitations Verizon imposes on volume of use of OSS are commercially reasonable)</p> <p>Additional Services, § 8.9 (confirm status of Bright House's ordering information as confidential)</p> <p>Additional Services § 8.11 (delete vague provision regarding Verizon's right to cancel orders which Verizon itself allows to languish)</p> <p>Additional Services § 12 (add provision obliging parties to negotiate reasonable means to clear PIC freezes)</p> <p><u>Interconnection Attachment:</u></p> <p>Interconnection § 2.2.1.2 (ensure that in meet point billing situation, either party may provide tandem functions)</p> <p>Interconnection § 2.4.13 (delete provision exempting Verizon from being subject to performance standards regarding trunks)</p> <p>Interconnection § 7.3 (ensure that reciprocal compensation rates are the same in both directions)</p> <p>Interconnection § 9.2.2 (modify language to accommodate mutuality of meet point billing arrangements)</p> <p>Interconnection § 9.2.3 (modify language to accommodate mutuality of meet point billing arrangements)</p> <p>Interconnection § 10 (<i>passim</i>) (modify language to reflect the fact that either party may perform tandem transport)</p>

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS

<u>ISSUE NO.</u>	<u>ISSUE</u>	<u>AGREEMENT PROVISIONS</u>
6.	The contract must contain fair and symmetrical business terms.	<p>functionality in meet point billing arrangements)</p> <p>Interconnection § 12.4 (no need for traffic exchange deal with any carrier to which we send traffic via VZN tandem)</p> <p>Interconnection § 12.5 (eliminate automatic liability for any charges from 3rd party at far end of transit service)</p> <p>Interconnection § 14.2.1 (make traffic forecasting obligations mutual)</p> <p><u>Resale Attachment:</u></p> <p>Resale §4.1 (ensure that Bright House retains right to object to invalid bills from Verizon in connection with resold services)</p> <p><u>UNE Attachment:</u></p> <p>UNEs § 1.3 (ensure that Bright House can use UNEs to the full extent permitted by applicable law)</p> <p><u>911 Attachment:</u></p> <p>911 Attachment § 1.2.3 (ensure that Bright House has electronic and free access to MSAG to ensure that its end users are properly listed for purposes of receiving 911 services)</p>
7.	Miscellaneous problems with Verizon's template must be corrected.	<p><u>Preface:</u></p> <p>Preface (ICA should stand alone, not be an amendment/restatement of earlier ICA)</p> <p><u>General Terms and Conditions:</u></p> <p>General Terms § 1.3 (ICA should stand alone, not be an amendment/restatement of earlier ICA)</p> <p>General Terms § 8.3 (Bright House already is a CLEC)</p> <p>General Terms § 20.3 (clarify role of ban on impleader)</p> <p>General Terms § 29.1.2 (clarify mere first class mailing is not sufficient for notice)</p> <p>General Terms § 29.1.4 (parties should send email versions of all notices)</p> <p>General Terms § 33 (ICA should stand alone, not be an amendment/restatement of earlier ICA)</p> <p><u>Glossary:</u></p> <p>Glossary § 1.2 (meanings may be found in FCC regulations as well as Communications Act itself; terms with specialized</p>

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS

<u>ISSUE NO.</u>	<u>ISSUE</u>	<u>AGREEMENT PROVISIONS</u>
7.	Miscellaneous problems with Verizon's template must be corrected.	<p>meanings in the industry shall be given such meanings)</p> <p>Glossary § 2.2 (delete term not used in ICA)</p> <p>Glossary § 2.7 (clarify definition of "Ancillary Traffic" to include traffic with special routing requirements)</p> <p>Glossary § 2.9 (clarify that "Applicable Law" includes FCC rulings, not just formal regulations)</p> <p>Glossary § 2.13 (clarify that "Business Day" is Monday-Friday except federal holidays (rather than Verizon-observed holidays)</p> <p>Glossary § 2.19 (clarify that "Central Office" includes both traditional Central Offices as well as facilities or locations performing similar functions)</p> <p>Glossary § 2.22 (in definition of "CLEC," clarify that Bright House is a CLEC)</p> <p>Glossary § 2.25 (confirm that "Commission" means Florida Public Service Commission)</p> <p>Glossary § 2.29 (in definition of "Cross Connect," clarify that it may connect either CLEC ↔ ILEC or CLEC ↔ CLEC)</p> <p>Glossary § 2.34 (clarify definition of "Default PSAP" in terms of inability to perform selective routing)</p> <p>Glossary § 2.45 (clarify that "End Office" includes both traditional End Offices as well as equipment performing similar functions)</p> <p>Glossary § 2.51 (clarify that "FCC Regulations" includes FCC rulings/orders, because FCC often establishes substantive obligations in such orders without including them in formal "rules")</p> <p>Glossary § 2.74 (clarify definition of "Line Side" to reflect that an "End Office" includes both traditional End Offices as well as equipment performing similar functions)</p> <p>Glossary § 2.76 (clarify definition of LSR to reflect that the form is used for porting and directory listings as well as resale, UNEs, etc.)</p> <p>Glossary § 2.78 (clarify definition of "Main Distribution Frame" to reflect the variety of equipment that might be present in a collocation arrangement)</p> <p>Glossary § 2.86 (clarify definition of "NID" to reflect that Bright House may also deploy NIDs to serve customers)</p> <p>Glossary § 2.90 (clarify definition of "NPA" (area code) to reflect existence of non-geographic/nomadic services)</p> <p>Glossary § 2.95 (shorten definition of "POI" to avoid duplication of material covered in Interconnection Attachment)</p> <p>Glossary § 2.97 (clarify definition of fiber-related term "Primary Reference Source" to avoid confusion with UNEs)</p> <p>Glossary § 2.102 (modify definition of "Rate Center Area" to reflect existence of non-geographic/nomadic services)</p> <p>Glossary § 2.105 (conforming change to definition of "Reciprocal Compensation" to reflect change to definition of "FCC Regulations")</p>

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS		
ISSUE NO.	ISSUE	AGREEMENT PROVISIONS
7.	Miscellaneous problems with Verizon's template must be corrected.	<p><u>Additional Services Attachment:</u> Additional Services § 4.7 (clarify that indemnification process and provisions laid out in General Terms § 20 applies to indemnification relating to directory listings) Additional Services § 4.8 (clarify that limitation of liability rules and exceptions laid out in General Terms § 25 apply to limitations of liability in connection with directory listings) Additional Services § 6 (clarify that neither party is obliged to provide referral services under the ICA) Additional Services § 8.9.2 (clarify that Verizon already uses Bright House's OSS for ordering, under separate contract) Additional Services § 9.1 (clarify that Verizon and Bright House already have pole attachment agreement) Additional Services § 9.2 (delete provision regarding Bright House providing pole/conduit access to Verizon, not called for by applicable law)</p> <p><u>Interconnection Attachment:</u> Interconnection § 1 (interconnection at any technically feasible point is ILEC-only obligation) Interconnection § 6.3 (conform audit provisions regarding traffic exchange to General Terms) Interconnection §§ 7.2.3 – 7.2.8 (conforming changes to reflect new introductory language to § 7.2) Interconnection §§ 13.2 – 13.4 (modify language to reflect allocation of numbering resources in 1000s blocks) Interconnection § 15.2.7 (clarify language regarding what NXXs are exempt from porting requirements) Interconnection § 15.4 (conforming change to reflect modified definition of "FCC Regulations")</p> <p><u>Resale Attachment:</u> Resale § 2.2.6 (conform audit provisions regarding resale to General Terms) Resale § 4.2 (conform use of the now-defined term "End User" in context of Verizon resale customers)</p> <p><u>UNE Attachment:</u> UNEs § 7.1.1 (clarify Verizon's obligation to provide access to house/riser cable whenever it controls such cable) UNEs § 7.1.1.1.3 (clarify that disputes regarding Verizon refusing to allow connection to house/riser cable referred to Dispute Resolution provisions of General Terms) UNEs § 14 (<i>passim</i>) (clarify that Bright House has no obligation to provide UNEs)</p>

BRIGHT HOUSE – VERIZON ARBITRATION: CHART MAPPING HIGH-LEVEL ISSUES TO SPECIFIC CONTRACT PROVISIONS		
<u>ISSUE NO.</u>	<u>ISSUE</u>	<u>AGREEMENT PROVISIONS</u>
7.	Miscellaneous problems with Verizon's template must be corrected.	<u>Pricing Attachment:</u> Pricing § 2.1.5.2 (clarify that "special access" circuits sold at retail are subject to a resale discount)

EXHIBIT 2

Current Decision-Point List

DOCUMENT NUMBER-DATE

11074 NOV-38

FPSC-COMMISSION CLERK

NOTES ON BRIGHT HOUSE'S DPL FOR ICA WITH VERIZON-FLORIDA

The following document is the "Decision Point List" or "DPL" for Bright House's contract negotiation with Verizon-Florida, prepared as of the filing date of the arbitration petition (November 3, 2009). On a provision-by-provision basis, it shows Verizon's original language in one column, followed by Bright House's proposed modifications in the next column. In the last column, we provide a brief explanation of why each of our proposed changes is appropriate.

To the extent that we understand Verizon's position with regard to a particular proposed change, we have attempted to state that position in *italic font* in the last column. Verizon has never provided any written response to any of Bright House's proposals. In addition, in many cases, the parties discussed a provision, and Verizon provided some insight into its thinking, but did not take a specific position that Bright House could identify. In other cases, Verizon stated that it would "take back" or "consider" our proposal. In general in such cases, we simply state here that Verizon will provide a definitive response to each proposal, in its response to the arbitration petition.

Also, on a variety of provisions the parties' negotiations made some progress but have not reached closure on particular language. In such cases, where Bright House agreed in negotiations to attempt to craft language other than its original proposal, we have included new language in this document. When this situation exists, we note it in the last column as well.

There are a few exceptions to this normal format. First, where the only change to Verizon's proposed template language is merely to indicate that the party contracting with Verizon is Bright House, or that the agreement relates to Florida, we have made the change in the marked-up contract but not addressed it in the DPL. These changes do show up in the "Track Changes" mode in the underlying contract. That said, where we have included a provision because it is changing in some other way, we do indicate the inclusion of "Bright House" and "Florida" as changes.

Second, normally, when presenting our response to Verizon's suggested language, we have used "legislative format," with Verizon's suggested language in standard font, Bright House's proposed additional language in **bold underline font**, and Bright House's suggested deletions in ~~strike-through font~~. The exception is when Bright House proposes to delete an entire numbered section or subsection of Verizon's initial proposal. In those cases, we either lay out Verizon's suggested language and simply indicate Bright House's suggested replacement: "[intentionally left blank]," or, in some cases, simply indicate that an entire section is to be deleted.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
PREFACE			
Preface ISSUE 7: MISC. MATTERS NEEDING CORRECTION	This [Amended, Extended and Restated] Agreement ("Agreement") shall be deemed effective as of ***Date DT*** (the "Effective Date"), between ***CLEC Full Name TE*** (***CLEC Acronym TE***), a corporation organized under the laws of the ***CLEC Incorporation State-Commonwealth TE*** of ***CLEC State of Incorporation MC***, with offices at ***CLEC Address 1 TE***, ***CLEC City TE***, ***CLEC State MC*** ***CLEC Zip TE*** and ***Verizon Company Full Name 1 TXT*** ("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 ***CLEC Acronym TE*** may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties")	This [Amended, Extended and Restated] Agreement ("Agreement") shall be deemed effective as of ***Date DT*** (the "Effective Date"), between ***CLEC Full Name TE*** (***CLEC Acronym TE***), BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA) LLC ("Bright House") a limited liability corporation organized under the laws of the ***CLEC Incorporation State-Commonwealth TE*** State of Delaware, ***CLEC State of Incorporation MC*** with offices at 12985 Telecom Parkway, Temple Terrace, Florida, 33637, ***CLEC Address 1 TE***, ***CLEC City TE***, ***CLEC State MC*** ***CLEC Zip TE*** and ***Verizon Company Full Name 1 TXT*** 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")	<u>Bright House Comment:</u> The insertion of Bright House's name/address is uncontroversial. Verizon will provide its incorporation state, address, etc. Bright House does not believe this contract should be treated as an "amended, extended [or] restated" version of its existing agreement with Verizon. That agreement stands on its own, as will this one. <i>Verizon has stated that it will provide an explanation of why, in its view, treating this agreement as an "amended, extended and restated" version of the existing contract is appropriate.</i>
GENERAL TERMS AND CONDITIONS			
General Terms § 1.1 ISSUE 1: NEED DEFINITIVE ICA	This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.	This Agreement includes: (a) the Principal Document; and (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.	<u>Bright House Comment:</u> Tariffs are legally separate documents that are established by an entirely different legal process than ICAs. The Florida Commission has ruled that, while the parties may agree to incorporate tariffed rates by reference, normally tariffs are not incorporated into an ICA. Case law from other states supports this result. Note that tariffed rates are generally set on a basis other than TELRIC, and that tariffed terms and conditions can be modified essentially unilaterally by the carrier, via processes not applicable to ICAs. Tariffs are therefore not appropriately viewed as part of the ICA. The ICA can specifically point to or incorporate specific tariffs if need be. <i>Verizon has stated that it is appropriate for activities that are available under a tariff to be deemed to be being provided under tariff, even if they arise under the auspices of the ICA. Also, applying the tariff rates, terms and conditions to a tariffed function, even if under the ICA, ensures nondiscrimination.</i>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
General Terms § 1.2 ISSUE 1: NEED DEFINITIVE ICA	Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.	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) the Tariffs; and, the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2. <u>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.</u>	<u>Bright House Comment:</u> As noted under § 1.1, above, the tariff regime is entirely legally distinct from the ICA regime. These proposed changes clarify the relationship between tariffs and the ICA and eliminate any possible ambiguity regarding functions that may be available under both. Verizon: see comment under § 1.1, above.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
General Terms § 1.3 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and ***CLEC Acronym TE***.	This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, This Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements. and, accordingly, All monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect subject to the terms of such prior agreement, and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon 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.	<u>Bright House Comment:</u> The prior agreement is legally distinct from this one. The prior agreement has provisions regarding the survival of critical terms, including obligations to pay. If there are particular matters that Verizon wishes to incorporate from the prior agreement into this one it may specify them and we can negotiate with respect to them. See also discussion of General Terms § 33. <i>Verizon has stated that it would get back to Bright House with regard to the legal grounds for characterizing this agreement as an "amendment, extension and restatement" of the prior agreement.</i>
General Terms § 2.1 ISSUE 1: NEED DEFINITIVE ICA	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 ***Date CO*** (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement	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.	<u>Bright House Comment:</u> Bright House understands that the parties have compromised on a three-year term for this agreement. We note that Bright House would prefer a longer term (5 years), and that, as we understand it, Verizon would prefer a shorter term (2 years). If our understanding regarding agreement with Verizon on this point is not correct, we reserve the right to explain to the Commission why a five-year term is more appropriate.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
General Terms § 2.3 ISSUE 1: NEED DEFINITIVE ICA	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,	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, <u>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, this Agreement shall remain in effect until the Commission, in such proceeding, establishes a new agreement.</u>	<u>Bright House Comment:</u> We agree that the new ICA (unlike the current one) should have a well-defined termination date. However, the applicable termination date falls during the time that the Parties are in the process of arbitrating a new agreement before the Commission, then this Agreement should continue in effect until the new one is established, allowing for a legally orderly transition from one to the next. <i>Verizon believes that a firm termination date is appropriate. If the circumstance of concern to Bright House actually arises in the future, the parties can address it with the Commission at that time, without the need for a specific contract provision regarding it.</i>
General Terms § 2.4 ISSUE 1: NEED DEFINITIVE ICA	If either ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).	If either ICLEC <u>Bright House</u> 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 ICLEC <u>Bright House</u> 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 <u>Purchasing Receiving</u> Party has requested that such <u>functionally equivalent</u> services continue to be provided pursuant to a n-applicable Tariff or Statement of Generally Available Terms (SGAT).	<u>Bright House Comment:</u> “Receiving Party”: Under the ICA each party will perform many functions for which the consideration is performance of similar or other functions for the other party and for which there is no monetary consideration. As a result, the term “Purchasing Party” is ill-advised in that it suggests that a “purchase” – implying monetary payments – will occur. To avoid any such general suggestion, we propose to change the term to “Receiving Party.” See Glossary § 2.99. (Note: this requires a slight change to the terminology used in General Terms § 10, relating to confidential information.) Tariffing: As described above in connection with General Terms §§ 1.1 and 1.2, because tariffs are legally distinct from the ICA, referring to a tariff as “applicable” to a “Service” under the ICA is legally incorrect and a source of enormous potential ambiguity and dispute. We therefore remove that word from this provision. <i>Verizon does not believe the change in terminology is necessary. Verizon opposes the change regarding tariffs as stated above.</i>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
General Terms § 2.5 (new) ISSUE 1: NEED DEFINITIVE ICA	[no Verizon language; new proposal by Bright House]	2.5 Other than termination for material default by the other Party as provided for in Section 12 hereof, or termination based on the other Party's abandonment of the Agreement as described below, 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.	<u>Bright House Comment:</u> Our original suggestion was that, in order to be clear that the contract is binding under its own terms, the right to terminate in advance of the end of the initial term must be limited to situations of default. In negotiations, Verizon indicated that it needed a provision for terminating an ICA based on an interconnector's "abandonment" of any performance under the ICA. The language regarding abandonment reflects our attempt to accommodate Verizon's concern. <i>Verizon expressed concern about the need to terminate an agreement in cases of abandonment. Verizon has not yet reviewed Bright House's proposed language to that effect.</i>
General Terms § 4.1 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	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 [State], without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.	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 <u>Florida</u> , without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.	<u>Bright House Comment:</u> This change is agreed to.
General Terms § 4.6 ISSUE 1: NEED DEFINITIVE ICA	If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement	<u>In the event of any Change in Applicable Law, if any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such <u>Change in Applicable Law</u>, decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement</u>	<u>Bright House Comment:</u> Verizon's language regarding applicable law is vague, and creates the prospect that Verizon could unilaterally attempt escape its contractual obligations simply because its <i>opinion</i> of the meaning of Applicable Law changes. We believe this logic underlay Verizon's ill-fated attempt to avoid federal restrictions on retention marketing. To avoid this problem, Bright House proposes make "Change in Applicable Law" a defined term in the Glossary. See Glossary § 2.20. Note that the phrase "change in Applicable Law" is used in several locations in Verizon's draft. We propose that all of those be changed to the defined term "Change in Applicable Law." While we believe we have caught each use of the term in Verizon's template, please note that our proposal is to change <i>all</i> such usage, even if we missed one or more in this DPL. <i>Verizon: Bright House is not certain of Verizon's view on this change.</i>

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General Terms § 4.6.1 ISSUE 1: NEED DEFINITIVE ICA	Notwithstanding Section 4.6 above, to the extent Verizon is required by a change in Applicable Law to provide to ***CLEC Acronym TE*** a Service that is not offered under this Agreement to ***CLEC Acronym TE***, the terms, conditions and prices for such Service (including, but not limited to, the terms and conditions defining the Service and stating when and where the Service will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties in a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of Section 252 of the Act. In no event shall Verizon be required to provide any such Service in the absence of such a Verizon Tariff or amendment.	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, <u>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 an-applicable Verizon Tariff, or 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.</u> In the absence of <u>such a an-applicable Verizon Tariff, as mutually agreed by the Parties shall mutually agree on applicable terms and conditions</u> 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, <u>except to the extent specifically required by Applicable Law.</u>	Bright House Comment: This change clarifies the relationship between the ICA and Verizon tariffs. If a change in law obliges Verizon to provide a service not reflected in the contract then a tariff that might cover the service can provide interim terms and conditions, under the ICA, while negotiation of replacement contract terms occurs. While the tariff terms are used on an interim basis, the tariff itself does not govern services provided under the ICA. Due to the legal distinction between tariffs and the ICA (see discussion under General Terms §§ 1.1 and 1.2), referring to an "applicable" tariff creates ambiguity. As a result, we have changed such, references to, simply, a "tariff." The final phrase conditions Verizon's broad "in no event" language by noting that Applicable Law (such as an FCC order relieving Verizon of providing some function under its ICAs) may impose transitional or other obligations with respect to such function. <i>Verizon disagrees with Bright House's view that tariffs cannot be directly applicable to services under the agreement and so views these changes as unnecessary.</i>

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<p>General Terms § 4.7 ISSUE 1: NEED DEFINITIVE ICA</p> <p>ISSUE 6: FAIR BUSINESS TERMS</p>	<p>Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to ***CLEC Acronym TE*** hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and ***CLEC Acronym TE*** shall reimburse Verizon for any payment previously made by Verizon to ***CLEC Acronym TE*** that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to ***CLEC Acronym TE*** of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in the Networks Element Attachment or an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply. For the avoidance of any doubt, this Section 4.7 is self-effectuating and no amendment to this Agreement shall be required to implement it.</p>	<p>Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any Change in Applicable Law, Verizon is not no longer 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, and ***CLEC Acronym TE*** shall reimburse Verizon for any payment previously made by Verizon to ***CLEC Acronym TE*** that was not required by Applicable Law. <u>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.</u> 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 an applicable Tariff), or by Applicable Law for termination of such Service, <u>or in cases where a commercially reasonable process for the discontinuance of such Service reasonably requires a longer notice period prior to termination</u>, in which event such specified 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.</p>	<p><u>Bright House Comment:</u></p> <p>Bright House's language eliminates ambiguity, and achieves the correct result, by specifying that any change in Applicable Law has prospective effect only under the ICA, unless otherwise required by applicable law. Verizon's language could be read to create a regime in which changes in Applicable law are treated as relating back to the original date of the ICA, which would destroy the certainty regarding rights and obligations that any contract is supposed to create.</p> <p>We eliminate references to "an applicable Tariff" for the reasons stated above.</p> <p>We propose a "commercial reasonableness" standard for handling any termination of a Service so that if a longer period than 30 days is required, an arbitrary 30-day period cannot be imposed.</p> <p>Finally, there is no reason for this or any other Change-in-Law process to be "self-effectuating." If Verizon concludes that its interests are being harmed by an inability to reach an understanding with Bright House it may promptly bring the matter to the Commission for resolution.</p> <p>Note that the deletion of the word "specified" in the next-to-last sentence was made by Bright House following our negotiations, in order to clarify Bright House's proposal.</p> <p><i>Verizon indicated that Bright House's initial proposal regarding retroactive liability by Bright House could ever exist, and sought a more neutral phrasing of that point. Verizon has not yet reviewed the specific Bright House language proposed above.</i></p> <p><i>Verizon does not agree that the term for ceasing provision of a Service affected by this provision should be subject to the "commercially reasonable" limitation proposed by Bright House; 30 days will normally be sufficient; if not, Bright House may seek relief from the Commission during the 30-day period.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
General Terms § 5 ISSUE 6: FAIR BUSINESS TERMS	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.	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. <u>Notwithstanding the foregoing, either Party may assign this Agreement upon written notice to the other Party, as provided for in Section 29, to an Affiliate of that Party as part of a corporate or similar reorganization or refinancing.</u>	<u>Bright House Comment:</u> Either party should be permitted to undertake reorganizations or refinancing, which may affect the entity actually performing obligations under the agreement, without having such transactions subject to the other party's pre-approval. The purpose of this provision is to prevent a party from shifting the burdens of its performance to an unrelated third party. <i>Verizon has stated that it does not object in principal to this proposed change, and stated that it would propose alternative language to accomplish this result. As of the date of the arbitration petition, no such alternative language has been provided.</i>
General Terms § 6 and all subsections ISSUE 6: FAIR BUSINESS TERMS	6. Assurance of Payment	6. <u>Intentionally Left Blank</u>	<u>Bright House Comment:</u> Bright House's original suggestion is to eliminate this provision entirely. Nothing in Verizon's relationship with Bright House suggests or has suggested any need for these draconian provisions. Verizon and Bright House pay each other substantial amounts each month in intercarrier compensation. Bright House could just as well demand "assurance of payment" from Verizon as vice versa. <i>Verizon is concerned that even if Bright House is stable and unlikely to encounter financial difficulties, a third party adopting the ICA might not be.</i> Bright House has agreed to consider a version of this "Assurance of Payment" section that requires Verizon to acknowledge that there is no present need for assurances, that allows assurances only when Verizon had reasonable grounds to require them, and that places limits on Verizon's asserted unilateral ability to cease performing under the contract if requested assurances were not forthcoming. Bright House will generate a version of this section that effectuates those concerns for Verizon's consideration.

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General Terms § 7.2 ISSUE 6: FAIR BUSINESS TERMS	7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.	7.2 The audit shall be performed by independent certified public accountants, <u>assisted by such other persons with specialized knowledge or expertise as such accountants reasonably deem necessary</u> , 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, <u>except in exigent circumstances</u> , the Auditing Party <u>shall</u> require that the audit commence no later <u>earlier</u> than sixty (60) days <u>and no later than ninety (90) days</u> after the Auditing Party has given notice of the audit to the Audited Party.	<u>Bright House Comment:</u> This provision reflects changes from Bright House's initial suggestion, agreed to in principal (we believe) during negotiations. Verizon has not yet reviewed this specific language, but Bright House believes that this proposed change is acceptable to Verizon.
General Terms § 8.3 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	8.3 ***CLEC Acronym TE*** Certification. Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as ***CLEC Acronym TE*** has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of [State]. ***CLEC Acronym TE*** shall not place any Orders under this Agreement until it has obtained such authorization. ***CLEC Acronym TE*** shall provide proof of such authorization to Verizon upon request.	8.3 [CLEC] <u>Bright House</u> Certification. Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as [CLEC] 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 [State] Florida. 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. ***CLEC Acronym TE*** shall not place any Orders under this Agreement until it has obtained such authorization. ***CLEC Acronym TE*** shall provide proof of such authorization to Verizon upon request.	<u>Bright House Comment:</u> Bright House's original suggestion was to delete this provision on the grounds that it is not needed or appropriate for two parties already interconnected and exchanging traffic. Following negotiations, Bright House now proposes simply to represent and warrant that it has the relevant certification. We believe this should address Verizon's concerns. <i>Verizon has not seen this language.</i>

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General Terms § 9.2 ISSUE 6: FAIR BUSINESS TERMS	9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.	9.2 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) thirty (30) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.	<u>Bright House Comment:</u> Intercarrier compensation constitutes and will constitute the bulk of the charges as between Verizon and Bright House. Thirty days has always been the standard billing/payment interval for CABS bills. <i>In negotiations, Verizon indicated that it understood Bright House's concern but would propose alternative language. It has not done so as of the date of the filing of the arbitration petition.</i>
General Terms § 9.3 ISSUE 6: FAIR BUSINESS TERMS	9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.	9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and an explanation in a commercially reasonable level of detail, considering the circumstances, of the reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.	<u>Bright House Comment:</u> The phrase "the specific details" is vague. How much detail is appropriate in an explanation of a billing dispute will depend on the circumstances. Bright House's language establishes a standard of "commercial reasonableness" to guide a Party in framing a billing dispute, and to determine, in the event of a disagreement as to the adequacy of a dispute notice, whether an explanation was sufficient. <i>Verizon believes that it needs the "specific details" language in order to protect itself against purported disputes that are insufficiently specific.</i>

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General Terms § 9.5 ISSUE 1: NEED DEFINITIVE ICA	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.	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. <u>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.</u>	Bright House Comment: Although it is not always possible to bill in a completely timely manner or to analyze bills received, in order to dispute them, in a completely timely manner, it is necessary that there be a reasonable private "statute of limitations" on bills or protests, in order to provide certainty to the parties regarding their financial obligations to each other. <i>Verizon opposes establishing a contractual "statute of limitations." Verizon wishes to retain the right to send bills and/or dispute charges indefinitely, subject only to statutorily-established limitations periods.</i>
General Terms § 10.1 ISSUE 1: NEED DEFINITIVE ICA	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:	As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party (" <u>Recipient Receiving</u> Party") in connection with, or anticipation of, this Agreement:	Bright House Comment: See comment to General Terms § 2.4 above, and Glossary § 2.99, regarding change in terminology. "Receiving Party" is being redefined to mean the party receiving the benefit of contractual performance by the other party. In the context of the confidential information provisions, it is therefore necessary to use a different term to refer to the party that obtains confidential information from the other party. <i>Verizon does not believe that the underlying change in terminology (from "Purchasing Party" to "Receiving Party") is needed, so does not view this change as needed either.</i>

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General Terms § 10.1.3 ISSUE 1: NEED DEFINITIVE ICA	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)	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 <u>Receiving Recipient</u> Party to use and/or disclose the Customer Information)	<u>Bright House Comment:</u> See comment to General Terms § 10.1, above.
General Terms § 10.1.6 ISSUE 1: NEED DEFINITIVE ICA ISSUE 6: FAIR BUSINESS TERMS	[Bright House is proposing new language; Verizon's § 10.1.6 becomes new § 10.1.7]	[confidential information includes]: <u>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</u>	<u>Bright House Comment:</u> Verizon and Bright House recently litigated a dispute surrounding certain now-discontinued Verizon retention marketing practices. In that case Verizon asserted that the fact that Bright House was placing orders to terminate a customer's service and port the customer's number to Bright House, and information contained in those orders, was not "confidential" information. While the FCC and the courts ruled that such information was "confidential" for purposes of certain federal law, in order to avoid any ambiguity or possibility of repeated problems, it is necessary that the ICA clearly state that such information is confidential.
General Terms § 10.1.7 ISSUE 1: NEED DEFINITIVE ICA	[Note: this is § 10.1.6 in Verizon's original draft] 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"	any information that is communicated orally or visually and declared to the <u>Receiving Recipient</u> Party at the time of disclosure, and by written notice with a statement of the information given to the <u>Receiving Recipient</u> Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary"	<u>Bright House Comment:</u> See above re: terminology.
General Terms §§ 10.2, 10.2.2, 10.3, 10.4.1, 10.4.2, 10.4.6, 10.5, 10.6,	["...Receiving Party..."]	["... <u>Receiving Recipient</u> Party..."]	<u>Bright House Comment:</u> In each of the listed sections, the only proposed change is the conforming change regarding terminology, noted above.

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General Terms § 10.2.1 ISSUE 1: NEED DEFINITIVE ICA ISSUE 6: FAIR BUSINESS TERMS	use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and	use the Confidential Information received from the Disclosing Party only in performance of this Agreement, <u>including, without limitation, preventing the Recipient Party's retail or sales operations from learning any information provided by the Disclosing Party to the Recipient Party's wholesale operations;</u> and	<u>Bright House Comment:</u> See note above re: § 10.1.6 and Verizon's retention marketing practices. In light of the history of disputes about this topic it is prudent to include specific and unambiguous restrictions on the use of a Party's confidential information by the other Party's retail or sales operations.
General Terms § 10.7 ISSUE 1: NEED DEFINITIVE ICA ISSUE 6: FAIR BUSINESS TERMS	The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of CPNI provided by Applicable Law	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 <u>carrier proprietary information</u> or CPNI provided by Applicable Law	<u>Bright House Comment:</u> Bright House originally proposed additional changes to this section but agreed in negotiations to remove them. We believe that the change remaining is acceptable to Verizon (note that 47 U.S.C. § 222(a) and (b) call for protection of carrier proprietary information as well as CPNI). Verizon will clarify its views in its response to the petition, if need be.
General Terms § 12 ISSUE 1: NEED DEFINITIVE ICA ISSUE 6: FAIR BUSINESS TERMS	12. Default If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.	12. Default <u>(a) Default is defined as (a) a Party's material breach of any material term or condition of this Agreement; or (b) any other event specifically identified as a Default in this Agreement.</u> <u>(b) In the event of Default, including without limitation non-payment of undisputed amounts due under the terms of Section 9 of this Agreement, the non-defaulting Party may suspend its performance under this Agreement or may terminate this Agreement, in whole or in part, when: (i) the non-defaulting Party provides written Notice of the Default under the terms of Section 29, which written notice shall reasonably set forth the nature of the Default and shall indicate a specific term or condition of this Agreement that constitutes the grounds for the Default; and (ii) the defaulting Party does not, within a commercially reasonable period in light of the nature of the claimed default, but in no event less than thirty (30) days after receiving written notice</u>	<u>Bright House Comment:</u> While Bright House does not expect to default, and does not expect Verizon to default, prudence dictates that the agreement contain specific and orderly procedures for handling both claims of default (which may well occur in a dispute) and the potential of an actual default. Specifically: <ul style="list-style-type: none"> • There must be notice and time to cure, which time period must be commercially reasonable in light of the nature of the default, but not less than 30 days. • If a party disputes the assertion that it is in default, the matter goes to dispute resolution and the party claiming default may not terminate or suspend service while the dispute is being resolved. • If the agreement is to be terminated, the Parties must make commercially reasonable efforts to minimize the impact on the defaulting party's customers.

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		<p><u>of the Default under Section 29, either: (i) remedy the Default or (ii) dispute, in writing and in a commercially reasonable level of detail, the assertion that it is in Default, under the dispute resolution provisions of Section 14 of this Agreement. A non-defaulting Party may not suspend performance under this Agreement or terminate this Agreement with respect to a claimed Default that is being resolved subject to the dispute resolution provisions of Section 14 of this Agreement.</u></p> <p><u>(c) In the event that a non-defaulting Party chooses to terminate this Agreement, in whole or in part, the Parties shall take commercially reasonable efforts to minimize the impact of such termination on the defaulting Party's End Users and/or Customers.</u></p> <p>If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.</p>	<p>(Note: the original DPL sent to Verizon, in place of the second reference to notice "under Section 29," referred to notice "under Section 31.2.1." This was a typo that has been corrected here.)</p> <p><i>Verizon will explain its views on this provision in its response to the arbitration petition.</i></p>
General Terms § 13.1 ISSUE 6: FAIR BUSINESS TERMS	<p>If ***CLEC Acronym TE*** proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, ***CLEC Acronym TE*** shall send written notice of such discontinuance to Verizon, the Commission, and each of ***CLEC Acronym TE***'s Customers. ***CLEC Acronym TE*** shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, ***CLEC Acronym TE*** shall send such notice at least thirty (30) days prior to its discontinuance of service.</p>	<p>If [CLEC] 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, [CLEC] that Party shall <u>comply with all Applicable Law regarding such discontinuance.</u> send written notice of such discontinuance to Verizon, the Commission, and each of ***CLEC Acronym TE***'s Customers. ***CLEC Acronym TE*** shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, ***CLEC Acronym TE*** shall send such notice at least thirty (30) days prior to its discontinuance of service.</p>	<p>Bright House Comment:</p> <p>It is no more likely that Bright House will discontinue service than that Verizon will, so this provision should be mutual. There is no need to provide for anything, in such an event, than that the Party discontinuing service comply with Applicable Law (which would include the FCC's discontinuance-of-service provisions, along with any Florida PSC obligations).</p> <p><i>Verizon believes that in practical terms it will be deemed the "carrier of last resort" and called upon to serve the customers of any CLEC existing the market, so that it needs specific advance notice of any Bright House plan to exit the market.</i></p>

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General Terms §§ 13.2, 13.3, & 13.4 ISSUE 6: FAIR BUSINESS TERMS	<p>13.2 Such notice must advise each ***CLEC Acronym TE*** Customer that unless action is taken by the ***CLEC Acronym TE*** Customer to switch to a different carrier prior to ***CLEC Acronym TE***'s proposed discontinuance of service, the ***CLEC Acronym TE*** Customer will be without the service provided by ***CLEC Acronym TE*** to the ***CLEC Acronym TE*** Customer.</p> <p>13.3 Should a ***CLEC Acronym TE*** Customer subsequently become a Verizon Customer, ***CLEC Acronym TE*** shall provide Verizon with all information necessary for Verizon to establish service for the ***CLEC Acronym TE*** Customer, including, but not limited to, the ***CLEC Acronym TE*** Customer's billed name, listed name, service address, and billing address, and the services being provided to the ***CLEC Acronym TE*** Customer.</p> <p>13.4 Nothing in this Section 13 shall limit Verizon's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement.</p>	<p>13.2 <u>[Intentionally Left Blank]</u></p> <p>13.3 <u>[Intentionally Left Blank]</u></p> <p>13.4 <u>[Intentionally Left Blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>None of these provisions is necessary or appropriate. Discontinuation of service is governed by federal and state rules/regulations.</p> <p>See Verizon comment above.</p>
General Terms § 14.1 ISSUE 6: FAIR BUSINESS TERMS	<p>Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations</p>	<p>Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both (a) a description in <u>commercially reasonable detail, considering the circumstances</u>, 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 <u>mutual</u> agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations</p>	<p><u>Bright House Comment:</u></p> <p>Bright House's language provides a standard to guide the Parties in providing an explanation of a billing or other dispute. This standard would also guide a court or commission if a disagreement as to the adequacy of a description of a billing or other dispute were to arise.</p> <p>Adding the word "mutual" before agreement clarifies and emphasizes that both Parties must consent to using any alternative dispute resolution procedures. We understand that Verizon agrees to this proposed change.</p> <p>Verizon does not agree that the "commercially reasonable" standard should be used. Verizon agrees that the term "mutual" may be added.</p>

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General Terms § 16 ISSUE 1: NEED DEFINITIVE ICA ISSUE 6: FAIR BUSINESS TERMS	16. Forecasts In addition to any other forecasts required by this Agreement, upon request by Verizon, ***CLEC Acronym TE*** shall provide to Verizon forecasts regarding the Services that ***CLEC Acronym TE*** expects to purchase from Verizon, including, but not limited to, forecasts regarding the types and volumes of Services that ***CLEC Acronym TE*** expects to purchase and the locations where such Services will be purchased	16. Forecasts In addition to any other forecasts required by this Agreement, upon <u>reasonable</u> request by Verizon, [CLEC] Bright House shall provide to Verizon <u>reasonable, nonbinding</u> forecasts regarding the Services that [CLEC] Bright House expects to <u>obtain</u> purchase from Verizon <u>under this Agreement</u> , including, but not limited to, <u>reasonable, nonbinding</u> forecasts regarding the types and volumes of Services that [CLEC] Bright House expects to <u>obtain purchase</u> and the locations where such Services will be <u>obtained, purchased</u>	<u>Bright House Comment:</u> There are several matters at issue here. First, forecasts must be subject to a "reasonableness" test, both in Verizon's requesting them and Bright House's providing them. Second, to avoid any ambiguity, by their nature forecasts are nonbinding. Third, as noted above, it is not necessarily accurate to refer to a Party "purchasing" services from the other Party since in some cases there will not be money changing hands. The term "purchase" had therefore been changed to the more neutral "obtain." <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
General Terms § 17 ISSUE 6: FAIR BUSINESS TERMS	17. Fraud ***CLEC Acronym TE*** assumes responsibility for all fraud associated with its Customers and accounts. Verizon shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to ***CLEC Acronym TE***'s account in cases of, fraud by ***CLEC Acronym TE***'s Customers or other third parties	17. Fraud <u>Each Party</u> [CLEC] assumes responsibility for all fraud <u>committed by means of services provided by that Party to associated with its Customers and/or through that Party's accounts. A Party</u> Verizon shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to <u>the other Party's</u> [CLEC's] account in cases of, fraud by <u>the other Party's</u> [CLEC's] Customers or other third parties.	<u>Bright House Comment:</u> This provision should be mutual. Also, the term "associated with" is too vague; Bright House's language clarifies the meaning. <i>Verizon will not agree to assume responsibility for fraud that its own customers might somehow perpetrate. As an interconnector, Bright House must assume all risks associated with its interconnection, including the prospect of fraud by Verizon's customers.</i>

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General Terms § 18 ISSUE 1: NEED DEFINITIVE ICA	<p>18. Good Faith Performance</p> <p>The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed. If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Agreement, 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.</p>	<p>18. Good Faith Performance</p> <p>The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed. If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Agreement, 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.</p>	<p><u>Bright House Comment:</u></p> <p>The deleted language is entirely inappropriate. If there are any "Services offered under this Agreement" by Verizon that Verizon is not actually prepared to provide to Bright House, in Florida, as of the Effective Date, then Verizon needs to identify any such "services" <i>in advance of entering into the contract</i> so that Bright House can determine whether Verizon's inability to actually deliver its purported contractual offering is material to Bright House, and to negotiate appropriate substitute arrangements <i>in advance</i>.</p> <p><i>Verizon is not willing to review the agreement prior to its execution to identify which functions it might be called upon to perform under the agreement that it is not, in fact, prepared to perform as of the effective date. Verizon does not believe that it should be required to do so. If the situation arises the parties can negotiate regarding it then.</i></p>
General Terms § 19 ISSUE 1: NEED DEFINITIVE ICA	<p>19. Headings</p> <p>The headings used in the Principal Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Principal Document.</p>	<p>19. Headings</p> <p>The headings used in <u>this Agreement</u> the Principal Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of <u>this Agreement</u> the Principal Document.</p>	<p><u>Bright House Comment:</u></p> <p>The general rule that headings are for convenience only should apply to the entire agreement. Verizon's language leaves open the prospect that in some portion of the Agreement that doesn't count as "the Principal Document," headings might have substantive significance. Bright House's proposal eliminates that ambiguity.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
General Terms § 20.3 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>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.</p>	<p><u>In light of the indemnification provided for in this Section 20, each</u> 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.</p>	<p><u>Bright House Comment:</u></p> <p>This proposed modification is the outcome of the parties' negotiations. Bright House believes that this proposed change is acceptable to Verizon.</p>

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General Terms § 21 ISSUE 6: FAIR BUSINESS TERMS	21. Insurance [...]	21. Insurance [...]	<u>Bright House Comment:</u> The point of the changes in the specific insurance sections is to make the insurance obligation mutual. Based on negotiations, we believe that Verizon is prepared to represent that its insurance (which may include large amounts of self-insurance) is adequate for Bright House's needs. As a result, Bright House's specific proposed changes will be unnecessary; instead, the parties will add language reflecting Verizon's insurance/self-insurance as appropriate. Final language has not yet been determined. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
General Terms § 21.1 ISSUE 6: FAIR BUSINESS TERMS	***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** shall maintain the following insurance	<u>Each Party (the "Insuring Party") [CLEC]</u> 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, <u>the Insuring Party [CLEC]</u> shall maintain the following insurance:	<u>Bright House Comment:</u> See above re: mutuality of insurance obligations.
General Terms § 21.1.5 ISSUE 6: FAIR BUSINESS TERMS	All risk property insurance on a full replacement cost basis for all of ***CLEC Acronym TE***'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	<u>For Bright House,</u> 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	<u>Bright House Comment:</u> This particular insurance requirement relates specifically to collocation, and so may appropriately be limited to Bright House rather than applying to both parties.
General Terms § 21.2 ISSUE 6: FAIR BUSINESS TERMS	Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Sections 21.4 and 21.5, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of ***CLEC Acronym TE***.	Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to <u>Verizon the non-Insuring Party</u> pursuant to Sections 21.4 and 21.5, and <u>Verizon the non-Insuring Party</u> reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of <u>[CLEC] the Insuring Party.</u>	<u>Bright House Comment:</u> See above re: mutuality of insurance obligations.

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General Terms § 21.3 ISSUE 6: FAIR BUSINESS TERMS	***CLEC Acronym TE*** shall name Verizon and Verizon's Affiliates as additional insureds on the foregoing liability insurance.	<u>The Insuring Party [CLEC]</u> shall name Verizon <u>the other Party</u> and Verizon's <u>the other Party's</u> Affiliates as additional insureds on the foregoing liability insurance.	<u>Bright House Comment:</u> See above re: mutuality of insurance obligations.
General Terms § 21.4 ISSUE 6: FAIR BUSINESS TERMS	***CLEC Acronym TE*** shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, ***CLEC Acronym TE***'s insurance policies, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director-Negotiations, Verizon Partner Solutions, 600 Hidden Ridge, HQEWMNOTICES, Irving, TX 75038.	<u>The Insuring Party [CLEC]</u> shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, <u>the Insuring Party's [CLEC's]</u> insurance policies, and at such other times as <u>the other Party Verizon</u> may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to <u>the other Party Verizon</u> . <u>In the case of Bright House as Insuring Party</u> , 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. <u>In the case of Verizon as Insuring Party, the certificates or other proof of the foregoing insurance shall be sent to: [specify address].</u>	<u>Bright House Comment:</u> See above re: mutuality of insurance obligations.
General Terms § 21.5 ISSUE 6: FAIR BUSINESS TERMS	***CLEC Acronym TE*** shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 21.4.	<u>The Insuring Party [CLEC]</u> shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of <u>the other Party Verizon</u> or <u>the other Party's Verizon's</u> affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish <u>the other Party Verizon</u> certificates or other adequate proof of such insurance reasonably acceptable to <u>the other Party Verizon</u> in accordance with Section 21.4.	<u>Bright House Comment:</u> See above re: mutuality of insurance obligations.
General Terms § 21.6 ISSUE 6: FAIR BUSINESS TERMS	Failure of ***CLEC Acronym TE*** or ***CLEC Acronym TE***'s 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.	Failure of a <u>Party [CLEC]</u> or <u>its [CLEC's]</u> 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.	<u>Bright House Comment:</u> See above re: mutuality of insurance obligations.
General Terms § 21.7 ISSUE 6: FAIR BUSINESS TERMS	Certificates furnished by ***CLEC Acronym TE*** or ***CLEC Acronym TE***'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 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." <u>Certificates furnished by Verizon or Verizon's contractors shall contain a clause stating: "Bright House</u>	<u>Bright House Comment:</u> See above re: mutuality of insurance obligations.

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		<u>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."</u>	
GTs & Cs § 23 ISSUE 1: NEED DEFINITIVE ICA	23. Joint Work Product The Principal Document is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.	23. Joint Work Product <u>This Agreement</u> the Principal Document is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.	Bright House Comment: This change implicates the discussion above regarding the role of, and inclusion by reference of, Verizon tariffs. Obviously Verizon's tariffs are not "joint work product" and so if they are legally "part of" the ICA then our change is incorrect. If, as we propose, tariffs are not "part of" the ICA then our change is appropriate. <i>Verizon's views on this change parallel its views regarding the incorporation of tariffs.</i>
General Terms § 25.5.6 ISSUE 6: FAIR BUSINESS TERMS	[Bright House is proposing new language; Verizon's § 25.5.6 becomes new § 25.5.7]	25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability: ... <u>25.5.6 for damages arising out of the grossly negligent or intentional misconduct of a Party;</u>	Bright House Comment: While broad limitations of liability in ICAs are generally appropriate, there should not be any limitation or exclusion of liability for damages a Party causes by virtue of its gross negligence or intentional misconduct. <i>Verizon opposes this provision on the grounds that "gross" negligence is not well defined, and on the grounds that all conduct is, in some sense, "intentional."</i>
General Terms § 26.3.1 ISSUE 6: FAIR BUSINESS TERMS	Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and taken other actions, if any, required by Applicable Law; and	Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or a <u>substantial</u> 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	Bright House Comment: Both Verizon and Bright House have hundreds of thousands of customers. The prospect of a very minor service issue should not be sufficient to allow a Party to dispense with notice of a problem or justify treating it as an emergency. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
General Terms § 26.4 ISSUE 7: MISC. MATTERS	<u>Outage Repair Standard.</u> In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow Verizon's standard procedures for isolating and clearing the outage or trouble.	<u>Outage Repair Standard.</u> In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow <u>industry</u> Verizon's standard procedures for isolating and clearing the outage or trouble.	Bright House Comment: This proposed change arises from negotiations. We believe it is acceptable to Verizon.

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
NEEDING CORRECTION			
General Terms § 29.1.2 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	29.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by first class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and	29.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by first class , certified or registered <u>first class</u> U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and	Bright House Comment: We believe that this proposed change is acceptable to Verizon.
GTs& Cs § 29.1.4 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	[no Verizon language at issue]	<p><u>29.1.4 In addition to the formal Notice procedure provided above, each Party shall provide the other Party with notification via email (which shall not constitute formal notice under this Agreement), including electronically readable copies of any relevant documents, of all communications which are provided via formal notice. 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):</u></p> <p>Bright House: [email addresses]</p> <p>Verizon: [email addresses]</p>	<p>Bright House Comment:</p> <p>Even though email is not normally viewed as providing formal "notice" under an ICA, email has become the dominant form of business-to-business communication. The contract should provide that any significant communications will be sent via email in addition to whatever "formal" notice is required.</p> <p><i>Verizon opposes any use of email under the contract or recognition of communication by email as having any status under the contract. Email is too unreliable for this purpose.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
General Terms § 30 ISSUE 6: FAIR BUSINESS TERMS	<p>30. Ordering and Maintenance</p> <p>***CLEC Acronym TE*** shall use Verizon's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If Verizon has not yet deployed an electronic capability for ***CLEC Acronym TE*** to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, ***CLEC Acronym TE*** shall use such other processes as Verizon has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission).</p>	<p>30. Ordering and Maintenance</p> <p><u>Each Party CLEC shall use the other Party's Verizon's</u> 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 <u>involving the other Party's facilities or Services.</u> If Verizon has not yet deployed an electronic capability for [CLEC] to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, [CLEC] shall use such other processes as Verizon has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission).</p>	<p>Bright House Comment:</p> <p>It certainly makes sense for Bright House to use Verizon's electronic OSS when Bright House needs Verizon to do something with respect to a service, facility, or functionality that Verizon is providing. It makes no sense to suggest that Verizon's electronic OSS would be relevant when Verizon needs Bright House to do something with respect to a service, facility, or functionality that Bright House is providing. In that situation Verizon should use Bright House's systems.</p> <p>Separately, if there are any material limitations on Verizon's electronic interfaces for ordering, etc. in Florida, Verizon needs to disclose and discuss those limitations <i>in advance</i> so that Bright House may consider their significance and attempt to work out a solution.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
General Terms § 33 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>33. Predecessor Agreements</p> <p>33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:</p> <p>33.1.1 Further to the provisions of Section 1 of the General Terms and Conditions of this Agreement, any prior interconnection or resale agreement between the Parties for the State of [State] pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby amended, extended and restated; and</p> <p>33.1.2 any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of [State] 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.</p> <p>33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or</p>	<p>33. Predecessor Agreements</p> <p>33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties,</p> <p>33.1.1 Further to the provisions of Section 1 of the General Terms and Conditions of this Agreement, any prior interconnection or resale agreement between the Parties for the State of [State] pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby amended, extended and restated; and</p> <p>33.1.2 any Services that were <u>being</u> purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of <u>Florida</u> 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.</p> <p>[no change to §§ 33.2 and 33.3]</p>	<p>Bright House Comment:</p> <p>Given that Bright House and Verizon are presently interconnected and providing services to each other, in order to ensure legal continuity of service, it makes sense to indicate that such services will automatically "roll over" to the new agreement.</p> <p><i>Bright House understands that Verizon agrees with Bright House's suggested change to § 33.1.2. Verizon will provide its response in its response to the arbitration petition.</i></p> <p>Bright House continues to note that there is no need to treat the new agreement as an amendment, restatement, etc. of the old one. The relevant provisions of the old one (payment obligations, protection of confidential information, etc.) will survive its termination. See also discussion of General Terms § 1.3, above. See comments to Preface, and General Terms § 1.3.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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	<p>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.</p> <p>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.</p>		

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
General Terms § 37.1 ISSUE 1: NEED DEFINITIVE ICA	Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (e) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.	Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes <u>a Change</u> 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.	<u>Bright House Comment:</u> As noted in the discussion of General Terms § 4.6, above, Bright House proposes to establish "Change in Applicable Law" as a defined term. This modification to § 37.1 is simply a conforming change. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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General Terms § 37.2 ISSUE 1: NEED DEFINITIVE ICA	37.2 ***CLEC Acronym TE*** acknowledges ***CLEC Acronym TE*** has been advised by Verizon that it is Verizon's position that this Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.	37.2 <u>[Intentionally Left Blank]</u>	<p><u>Bright House Comment:</u></p> <p>The deleted language creates ambiguity and "wiggle room" for Verizon. It suggests that there are other aspects of the Agreement that are <i>not</i> required by Applicable Law, opening up possibilities for dispute in light of other provisions suggesting that Verizon can unilaterally cease performing contractual obligations that it later decides are not required by Applicable Law. Our view is that once the contract is established, Verizon is bound by all of its terms – whether any particular term is or is not literally required by Applicable Law – unless that term is renegotiated, or is affected by a <u>Change</u> in Applicable Law, in which case the Parties must negotiate any needed changes to the ICA, and bring the matter to the PSC if they cannot agree.</p> <p>The deleted language is also false: other than a general statement, Verizon has not advised Bright House of any particular provisions that it believes are, or are not, intended to reflect Applicable Law.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
General Terms § 41 (and subsections) ISSUE 1: NEED DEFINITIVE ICA	[...Purchasing Party...]	[... <u>Purchasing Receiving</u> Party...]	<p><u>Bright House Comment:</u></p> <p>In all places in General Terms § 41 (and subsections) where the term "Purchasing" Party appears, it should be changed to "Receiving" Party. This is a conforming change regarding terminology, noted above in connection with General Terms § 2.4.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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General Terms § 41.1 ISSUE 1: NEED DEFINITIVE ICA	<p>41. Taxes</p> <p>41.1 <u>In General</u>. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.</p>	<p>41. Taxes</p> <p>41.1 <u>In General</u>. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Receiving Party by the Providing Party, then (a) the Providing Party shall bill the Receiving Party for such Tax, as a separately stated item on the invoice, (b) the Receiving 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</p>	<p><u>Bright House Comment:</u></p> <p>The treatment of taxes on items purchased under a Tariff will be governed by the terms of that Tariff. Tariffs are legally distinct from the ICA and do not legally constitute any part of the ICA. Therefore the reference to a "Tariff" in this context is inappropriate. See discussion of General Terms § 1.1, above.</p>
General Terms § 41.4 ISSUE 1: NEED DEFINITIVE ICA	<p>41.4 <u>Tax Exemptions and Exemption Certificates</u>. 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.</p>	<p>41.4 <u>Tax Exemptions and Exemption Certificates</u>. 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 <u>Receiving</u> 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 <u>Receiving</u> 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.</p>	<p><u>Bright House Comment:</u></p> <p>The change from "Purchasing" Party to "Receiving" Party is a conforming change; see discussion under General Terms § 2.4, above.</p>
General Terms § 41.6 ISSUE 1: NEED DEFINITIVE ICA ISSUE 6: FAIR	<p>41.6 <u>Audit Cooperation</u>. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously</p>	<p>41.6 <u>Audit Cooperation</u>. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate <u>reasonably</u> fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.</p>	<p><u>Bright House Comment:</u></p> <p>We believe that this change reflects a negotiated agreement with Verizon.</p>

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BUSINESS TERMS			
General Terms § 42 ISSUE 6: FAIR BUSINESS TERMS	<p>42. Technology Upgrades</p> <p>Notwithstanding any other provision of this Agreement, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate ***CLEC Acronym TE***'s ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. ***CLEC Acronym TE*** shall be solely responsible for the cost and activities associated with accommodating such changes in its own network</p>	<p>42. Technology Upgrades</p> <p>Notwithstanding any other provision of this Agreement, Verizon <u>each Party</u> shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Each Party <u>The Parties</u> acknowledges that Verizon <u>a Party</u>, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate [CLEC's] <u>materially affect the other Party's</u> ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon <u>a Party's</u> ability to modify its network through the incorporation of new equipment or software or otherwise. Each Party [CLEC] shall be solely responsible for the cost and activities associated with accommodating, such changes in its own network, such changes in the other Party's network.</p>	<p>Bright House Comment:</p> <p>This provision should be mutual. Verizon and Bright House are probably equally likely to deploy major technology upgrades, and there is no reason for any asymmetric treatment of the costs such upgrades might impose on the other party.</p> <p>The change from "inhibit or facilitate" to "materially affect" is a clarification. Immaterial impacts are possible but immaterial.</p> <p>Bright House would be willing to simply delete this provision entirely if Verizon would prefer that to our suggested changes to it.</p> <p><i>Verizon opposes these changes. Interconnectors have to take Verizon's network as they find it and cannot have its technology decisions affected by any interconnector. Interconnectors bear the risk that they will incur costs to accommodate any changes Verizon might make in its network.</i></p>
General Terms § 43.2 ISSUE 1: NEED DEFINITIVE ICA	<p>43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide ***CLEC Acronym TE*** with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice.</p>	<p>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, <u>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.</u> Verizon shall provide Bright House with at least 90 calendar days prior written notice of such termination, which notice shall <u>not</u> be effective unless it is accompanied by the written assignment and acknowledgement by the third person noted above. upon the date specified in the notice.</p>	<p>Bright House Comment:</p> <p>There is no reason that Verizon should be permitted to "walk away from" its commitments under the Agreement simply by selling off some portion of its territory. To the contrary, once this Agreement is in place, it should be completely clear that any purchaser of some or all of Verizon's territory will take over such territory <u>subject to the obligations in the Agreement</u>. If Verizon cannot find a buyer willing to take on those obligations then Verizon should come to Bright House to negotiate over potential modifications to the Agreement, if any are possible, in order to accommodate Verizon's potential buyer.</p> <p><i>Verizon disagrees with this provision. Any sale of Verizon territory would have to be approved by the PSC. Any appropriate conditions regarding such sale, including handling of ICA obligations, can be dealt with at the PSC.</i></p>

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General Terms § 46 ISSUE 6: FAIR BUSINESS TERMS	<p>46. Section 252(i) Obligations</p> <p>To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act. To the extent that the exercise by ***CLEC Acronym TE*** of any rights it may have under Section 252(i) results in the rearrangement of Services by Verizon, ***CLEC Acronym TE*** shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services.</p>	<p>46. Section 252(i) Obligations</p> <p>To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act. <u>Bright House shall bear rearrangement costs, termination charges, and similar costs and charges arising from its exercise of its Section 252(i) rights, to the extent required by Applicable Law.</u> To the extent that the exercise by ***CLEC Acronym TE*** of any rights it may have under Section 252(i) results in the rearrangement of Services by Verizon, [CLEC] shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services.</p>	<p><u>Bright House Comment:</u></p> <p>It may well be that Applicable Law regarding Bright House's exercise of § 252(i) rights would normally place liability for rearrangement costs onto Bright House rather than Verizon. In cases where that is true, Bright House will bear any such costs. But there may be situations in which it is not appropriate to impose such costs on Bright House and in which Applicable Law does not require Bright House to bear such costs, in which case Bright House should not bear them.</p> <p><i>Verizon's purpose in including this provision is to ensure that if a third party adopts this agreement, that CLEC will have to bear any costs necessary to bring that third-party CLEC's operations into conformity with this agreement.</i></p> <p>In response, Bright House notes that those concerns do not really relate to the ICA between Verizon and Bright House; they relate to the scope of Section 252(i) rights of hypothetical third-party CLECs as against Verizon. As a result, we believe our proposal remains appropriate.</p>
General Terms § 47 ISSUE 1: NEED DEFINITIVE ICA	<p>47. Use of Service</p> <p>Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.</p>	<p>47. Use of Service</p> <p>Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services <u>purchased obtained</u> by it under this Agreement</p>	<p><u>Bright House Comment:</u></p> <p>As noted above in connection with General Terms §§ 2.4 and 16, many services, functions, etc. will be provided between the Parties with no explicit charges between them. It is therefore more appropriate to refer to Services being "obtained" by a Party under the Agreement, rather than "purchased."</p>

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General Terms § 50 ISSUE 1: NEED DEFINITIVE ICA	<p>50. Withdrawal of Services</p> <p>50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to ***CLEC Acronym TE***.</p> <p>50.2 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with thirty (30) days prior written notice to ***CLEC 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.</p>	<p>50. <u>Intentionally Left Blank.</u></p> <p>50.1 <u>Intentionally left blank.</u></p> <p>50.2 <u>Intentionally left blank.</u></p>	<p><u>Bright House Comment:</u></p> <p>This entire provision is completely inappropriate and undermines the legitimacy and legality of the entire Agreement. Federal law requires Verizon to voluntarily enter into "binding" contract terms with Bright House or to have the PSC impose such binding terms on Verizon. Section 50.1 essentially says that if there is anything in the Agreement that Verizon agrees to do, but which is not literally "required by Applicable Law," Verizon can stop doing it at any time, on 30 days notice. Such a provision introduces boundless uncertainty into the Parties' contractual arrangement. The point of having the Agreement is to give certainty to the Parties' interconnection and business dealings. We agree that if Applicable Law <i>changes</i> to relieve Verizon of some obligation to do something, it can (after appropriate negotiation and transition arrangements) stop doing it. But in the absence of a change in law, Verizon should be bound by the terms of its deal.</p> <p>Section 50.2 seems to be a one-way provision setting a special change-in-law rule for changes relating to intercarrier compensation. This probably is addressing Verizon's worries about paying compensation for ISP-bound traffic, an issue that does not particularly concern Bright House. But as a general proposition, changes in the law regarding intercarrier compensation are just like any other changes in law: If they occur, the Parties should try to agree on how to make corresponding changes in their agreement and, if they cannot do so, they can bring the matter to the PSC for resolution.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
General Terms § 51 ISSUE 1: NEED DEFINITIVE ICA	[no corresponding language in Verizon draft]	<p>51. Payment for Services</p> <p><u>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</u></p>	<p><u>Bright House Comment:</u></p> <p>Verizon's draft is fundamentally vague and ambiguous about when one Party's provision of some function or service generates a payment obligation on the part of the other Party. This is bad draftsmanship and is essentially guaranteed to generate disputes (and, indeed, has generated such disputes</p>

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		<p><u>interconnection arrangements, transport and termination of traffic, number portability, and dialing parity.</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>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 contains a price for a particular activity, function, performance and/or Service shall not be</u></p>	<p>under the Parties' existing agreement). Verizon's use of terms such as "Purchasing Party" and "purchase" and "order" all contribute to this ambiguity. Yet, a fundamental requirement of a binding contract is that it unambiguously specify what prices will be imposed for which activities.</p> <p>To correct this problem, Bright House's language makes crystal clear that (a) many functions will be provided by one Party for the benefit of the other Party without any obligation to pay being thereby created; and (b) when an obligation to pay exists, it will be clearly and unambiguously stated.</p> <p>This language is not in any way intended to deprive Verizon (or Bright House) of the right to receive payment when payment is appropriate and required by the contract. It is simply intended to make all such payment obligations <i>entirely explicit</i>. This is simply good draftsmanship.</p> <p>We note that we are suggesting that Verizon's current Pricing Appendix may be used even though it contains prices for items that may well not be subject to a charge under the substantive terms of the Agreement. We take this idea from language contained in Verizon's standard "adoption letter," which effectively "slaps on" the current pricing appendix to an adopted agreement. The alternative to this approach is to save the editing of the Pricing Appendix until the conclusion of the entire negotiation/arbitration process, and then edit out any and all prices that are not appropriately included under the substantive terms of the Agreement.</p> <p><i>Verizon disagrees with these proposals. It will provide its detailed response in its response to the arbitration petition.</i></p>

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		<u>construed to create any payment obligation. Instead, as provided in Section 51.2, each and every payment obligation established in this Agreement is expressly stated in the substantive terms of this Agreement.</u>	
GLOSSARY			
Glossary § 1.2 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	1.2 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Principal Document, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.	1.2 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 <u>or, if applicable, in Title 47 of the Code of Federal Regulations.</u> 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. <u>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.</u>	<u>Bright House Comment:</u> The reference to "the Act" should be expanded to include 47 C.F.R., which includes definitions of particular terms or concepts enacted by the FCC. There are various terms used in the Agreement with specialized meanings in the telecommunications industry. If a dispute arises in which those terms are relevant, the Agreement should clearly direct the decision-maker to look to the specialized industry meanings of the relevant terms. Otherwise the actual intent of the Parties may be ignored or misconstrued. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Glossary § 2.2 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	2.2 Advanced Services. As a general matter, shall have the meaning set forth by the FCC.	2.2 <u>[Intentionally Left Blank]</u>	<u>Bright House Comment:</u> The term "advanced services" is not used in any substantive provision of the Agreement. In addition, Verizon's proposed definition is vague, and its intention is covered by the sentence that Bright House proposes to add to the end of Glossary § 1.2. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Glossary § 2.7 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>2.7 Ancillary Traffic</p> <p>All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: directory assistance, 911/E-911, operator services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query and LIDB.</p>	<p>2.7 Ancillary Traffic</p> <p>All traffic that is destined for ancillary services, or that may have special billing <u>or routing</u> 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.</p>	<p><u>Bright House Comment:</u></p> <p>Traffic may qualify for treatment as "ancillary" if it needs special routing arrangements irrespective of billing arrangements applicable to it.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Glossary § 2.9 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>2.9 Applicable Law</p> <p>All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement. For the avoidance of any doubt, when used in relation to unbundled Network Elements or Combinations of unbundled Network Elements, the term "Applicable Law" means the Federal Unbundling Rules</p>	<p>2.9 Applicable Law</p> <p>All effective laws, government regulations and government orders, <u>including, without limitation, orders of the FCC and the Commission</u>, applicable to each Party's performance of its obligations under this Agreement. For the avoidance of any doubt, when used in relation to unbundled Network Elements or Combinations of unbundled Network Elements, the term "Applicable Law" means <u>includes</u> the Federal Unbundling Rules.</p>	<p><u>Bright House Comment:</u></p> <p>The first proposal clarifies and emphasizes that rulings by the FCC and the Florida PSC count as "Applicable Law" under the Agreement. The second proposal clarifies that, while the Federal Unbundling Rules (another defined term) are certainly part of "Applicable Law" in the context of UNEs and combinations, those Federal Unbundling Rules do not constitute the <i>entirety</i> of such "Applicable Law." Verizon's proposed language would lead to the absurd result that if, for example, a dispute arose regarding unbundled Network Interface Devices (NIDs), only the Federal Unbundling Rules, and not the numerous other FCC rulings regarding NIDs, would count as "Applicable Law."</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Glossary § 2.13 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>2.13 Business Day</p> <p>Monday through Friday, except for holidays observed by Verizon.</p>	<p>2.13 Business Day</p> <p>Monday through Friday, except for <u>Federal</u> holidays. observed by Verizon.</p>	<p><u>Bright House Comment:</u></p> <p>There is no reason to tie our contractual relationship to either Party's observances. Federal holidays provide an objective determinant for what constitutes a "Business Day."</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Glossary § 2.19 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	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.	2.19 Central Office An End Office or Tandem, <u>or a facility or location that performs generally similar functions within a communications network</u> . Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.	<u>Bright House Comment:</u> It is not always clear that the specific technology used by a CLEC such as Bright House meets each aspect of the technical definition of legacy ILEC terms, including "End Office" and "Tandem." This is increasingly true for ILECs as well as they modify their networks with new technology. The added language clarifies that any facility or location that does essentially what a traditional "Central Office" does, will be included within the term as it is used in the Agreement. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Glossary § 2.20 ISSUE 1: NEED DEFINITIVE ICA	2.20 [Intentionally Left Blank]	2.20 <u>Change in Applicable Law.</u> <u>Any legislative, regulatory, judicial or other governmental decision, order, determination or action, that changes Applicable Law, that occurs on or after the Effective Date, 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.</u>	<u>Bright House Comment:</u> A "Change in Applicable Law" is a significant contractual event that entitles a Party to renegotiate its obligations under the Agreement. It is therefore necessary to clearly define it so that the Parties will know unambiguously that one has occurred, and that a decision maker will have a standard to refer to if the Parties dispute whether one has occurred. Bright House's proposed definition meets these criteria. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Glossary § 2.22 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	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 [State]. ***CLEC Acronym TE*** is or shortly will become a CLEC	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 [State] <u>Florida</u> . Bright House [CLEC] is or shortly will become a CLEC	<u>Bright House Comment:</u> These are obvious and should be noncontroversial. That said, in a recent FCC litigation Verizon contended that Bright House was <i>not</i> actually a LEC by virtue of its providing PSTN connectivity indirectly to VoIP End Users rather than directly to such End Users. The FCC, affirmed by the federal courts, concluded that Bright House was, indeed, a LEC. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Glossary § 2.25 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	2.25 Commission ***State Commission TXT***	2.25 Commission The Florida Public Service Commission.	<u>Bright House Comment:</u> This is obvious and noncontroversial.
Glossary § 2.29 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	2.29 Cross Connect For a collocation arrangement, the facilities between the collocating Party's equipment and the equipment or facilities of the housing Party (such as the housing Party's digital signal cross connect, Main Distribution Frame, or other suitable frame or panel).	2.29 Cross Connect For <u>Within</u> a collocation arrangement, the facilities between <u>(a)</u> the collocating Party's equipment and the equipment or facilities of the housing Party (such as the housing Party's digital signal cross connect, Main Distribution Frame, or other suitable frame or panel) <u>or (b) the equipment or facilities of another collocating party.</u>	<u>Bright House Comment:</u> The definition of cross connect should recognize Bright House's right to connect to third parties at a collocation site. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Glossary § 2.30 ISSUE 2: WHOLESALE CLEC	2.30 Customer A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.	2.30 Customer A third party residence or business end-user subscriber to Telephone Exchange Telecommunications Services or Interconnected VoIP Services provided directly by either of the Parties, or indirectly, by means of third parties and/or affiliates (including but not limited to resellers) who obtain Telecommunications Services from a Party. 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.	<u>Bright House Comment:</u> Bright House provides its Telecommunications Services directly to its cable affiliate, which uses those services to provide VoIP service to End Users, who, as a result, obtain their PSTN connectivity through Bright House. In order to avoid ambiguity and confusion in the application of various provisions of the Agreement, it is necessary to specify that Bright House's VoIP End Users are "Customers" for purposes of the Agreement. Note that Bright House proposes to add a definition of the term "End User" in order to further clarify this and related points. See discussion below of Glossary § 2.46 <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Glossary § 2.34 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	2.34 Default PSAP The PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call when it is not feasible to route that 911/E-911 Call to the Designated PSAP.	2.34 Default PSAP The PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call when <u>it cannot be selectively routed, due to an ANI/key failure, or other cause, is not feasible to route that 911/E-911 Call to the Designated PSAP.</u>	<u>Bright House Comment:</u> The contract definition of "default PSAP" should accurately specify the conditions under which a PSAP becomes the default. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Glossary § 2.35 ISSUE 2: WHOLESALE CLEC	<p>2.35 Designated PSAP</p> <p>The primary PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call based upon the geographic location of the end user.</p>	<p>2.35 Designated PSAP</p> <p>The primary PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call based upon the <u>selective routing assigned to the</u> geographic location of the <u>End User</u>.</p>	<p><u>Bright House Comment:</u></p> <p>The definition of "designated PSAP" is determined by the selective routing assignment, not literally by the geographic location of the customer.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Glossary § 2.45 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>2.45 End Office</p> <p>A switching entity that is used for connecting lines to lines or lines to trunks for the purpose of originating/terminating calls. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.</p>	<p>2.45 End Office</p> <p>A switching entity that is used for connecting lines to lines or lines to trunks, <u>or reasonably equivalent functions</u>, for the purpose of originating/terminating calls <u>telecommunications</u>. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.</p>	<p><u>Bright House Comment:</u></p> <p>It is not always clear that the specific technology used by a CLEC such as Bright House meets each aspect of the technical definition of legacy ILEC terms, including "End Office." This is increasingly true for ILECs as well as they modify their networks with new technology. The first added phrase clarifies that any facility or location that does essentially what a traditional "End Office" does, will be included within the term as it is used in the Agreement.</p> <p>As to the second change, the term "calls" is undefined (in the Agreement, in the Act, or in FCC regulations) and is increasingly ambiguous as the technology of local communications continues to evolve. By contrast, the term "telecommunications" is defined in the Act and, indeed, is used in the Act's definition of "telephone exchange service." It is therefore a better term to use in this context than "calls."</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Glossary § 2.46 ISSUE 2: WHOLESALE CLEC	2.46 [Intentionally Left Blank].	<p>2.46 <u>End User</u></p> <p><u>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 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.</u></p>	<p>Bright House Comment:</p> <p>This definition is needed to clarify the status under the Agreement of Bright House's VoIP customers, who do not literally receive service directly from Bright House, but who, in practical effect, constitute Bright House's end user customer base.</p> <p>Note that under Bright House's proposed definitions, the distinction between a "Customer" and an "End User" is that an "End User" is not acting in the capacity of a telecommunications carrier, while a "Customer" can be.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Glossary § 2.50 ISSUE 4: INTER- CONNECTION RIGHTS	<p>2.50 Exchange Access</p> <p>Shall have the meaning set forth in the Act.</p>	<p>2.50 Exchange Access</p> <p>Shall have the meaning set forth in the Act. <u>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.</u></p>	<p>Bright House Comment:</p> <p>Because of potential confusion surrounding when it might be appropriate for a party to apply rates from its "access service" tariff, or to apply that tariff itself, it is important to be extremely precise about the use of the term "exchange access." Bright House's proposed change eliminates ambiguity on that point.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Glossary § 2.51 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>2.51 FCC Regulations</p> <p>The unstayed, effective regulations promulgated by the FCC, as amended from time to time.</p>	<p>2.51 FCC Regulations/<u>Rulings</u></p> <p>The unstayed, effective regulations promulgated by the FCC, as amended from time to time, <u>including both FCC rules and regulations formally codified in the Code of Federal Regulations and FCC requirements imposed in FCC orders and rulings but not so codified.</u></p>	<p><u>Bright House Comment:</u></p> <p>The language to "FCC Regulations" needs to be expanded due to that agency's practice of establishing often very specific requirements and obligations without ever formally codifying them into the Code of Federal Regulations. For example, the FCC's intercarrier compensation rule establishing a \$0.0007/minute rate for ISP-bound traffic, and the associated "mirroring rule" requiring an ILEC to apply that rate to both ISP-bound and "normal" traffic is nowhere to be found in the C.F.R.; it exists entirely in FCC orders. There is no reason to draw any legal distinction, in the Parties' Agreement between the two different "types" of FCC-imposed requirements.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Glossary § 2.60 ISSUE 4: INTER- CONNECTION RIGHTS	<p>2.60 Information Access</p> <p>The provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services, including a provider of Internet access or Internet transmission services.</p>	<p>2.60 Information Access</p> <p>The provision of specialized exchange telecommunications services <u>in a LATA</u> in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services, including a provider of Internet access or Internet transmission services. <u>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.</u></p>	<p><u>Bright House Comment:</u></p> <p>This definition is drawn from the "Modification of Final Judgment," which is the decree that broke up the old Bell System in 1984. The modifications Bright House is proposing mainly entail conforming the definition in the Agreement to the definition in the decree. See <i>United States v. AT&T</i>, 552 F. Supp. 131, 229 (D.D.C. 1982).</p> <p>Deleting the language that <i>includes</i> calls to ISPs within the definition of Information Access is necessary in light of the FCC's November 5, 2008 Internet Ruling. In that ruling the FCC clearly and unambiguously ruled that calls to ISPs are embraced within Section 251(b)(5), albeit also subject to special compensation rules (the \$0.0007/minute limitation and mirroring rule) established by the FCC under § 201.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Glossary § 2.63 ISSUE 4: INTER- CONNECTION RIGHTS	2.63 Internet Traffic Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.	2.63 Internet Traffic <u>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. Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.</u>	<u>Bright House Comment:</u> Verizon's proposed language is vague. The traffic that is subject to controversy is a dial-up call from one Party's Customer or End User to an ISP served by the other Party. The definition should clearly define that traffic in order to avoid disputes and confusion in unrelated circumstances. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Glossary § 2.74 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	2.74 Line Side An End Office connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision and signaling for BRI-ISDN service.	2.74 Line Side An End Office connection that provides transmission, switching and optional features, <u>or equivalent functions</u> , suitable for Customer connection to the public switched <u>telephone</u> network, <u>including which may include, without limitation</u> , loop start supervision, ground start supervision, and signaling for BRI-ISDN service.	<u>Bright House Comment:</u> It is not always clear that the specific technology used by a CLEC such as Bright House is exactly the same as parallel legacy ILEC technology; these changes allow for technical change in the manner in which the noted functions are performed. The more common industry term is "public switched telephone network" rather than "public switched network," so we have added the word "telephone" here. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Glossary § 2.76 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	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 resold Telecommunications Services and Network Elements.	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 <u>certain Services provided under this Agreement, including without limitation</u> resold Telecommunications Services, and Network Elements, <u>requests for Number Porting, the establishment of Directory Listings, and other functions.</u>	<u>Bright House Comment:</u> The LSR is used for a wide variety of functions by different CLECs. The two functions listed in Verizon's definition are irrelevant to Bright House, which uses the LSR for (among other things) submitting number porting requests and requests to establish or modify directory listings for its end users. Bright House's proposed language reflects this broader use of the LSR form. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Glossary § 2.78 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>2.78 MDF (Main Distribution Frame)</p> <p>The primary point at which outside plant facilities terminate within an Interconnection Wire Center, for interconnection to other Telecommunications facilities within the Interconnection Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.</p>	<p>2.78 MDF (Main Distribution Frame)</p> <p>The primary point at which outside plant facilities terminate within an Interconnection Wire Center, for interconnection to other Telecommunications facilities within the Interconnection Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.</p>	<p><u>Bright House Comments:</u></p> <p>The definition of "Interconnection Wire Center" (which Bright House does not propose to change) reflects the fact that a variety of different types of facilities may exist at such a location. Between the advent of VoIP and other technologies, limiting the types of facilities to which outside plant may or may not be connected is both unnecessary and likely, over time, to provoke disputes. Note that removing this word does not expand or contract the Parties' substantive interconnection rights and obligations; it simply makes the definition of MDF neutral as regards those rights and obligations.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Glossary § 2.79 ISSUE 4: INTER- CONNECTION RIGHTS	<p>2.79 Measured Internet Traffic</p> <p>Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined by Verizon. 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/101XXX) 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.</p>	<p>2.79 Measured Internet Traffic</p> <p>Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in Verizon's <u>that Party's</u> local calling area, and delivered to a Customer or the <u>modems or functionally equivalent equipment or facilities of</u> an Internet Service Provider served by the other Party on that other Party's network at a point in the same Verizon 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/101XXX) 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. <u>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.</u></p>	<p><u>Bright House Comments:</u></p> <p>First, Bright House's clarification of the definition of "Internet Traffic" makes the reference to "dial-up, switched" traffic, and the reference to delivery of traffic to "a Customer" unnecessary.</p> <p>Second, given changing technology it is necessary to refer to "modems or functionally equivalent" equipment. That is the equipment which effectively "converts" a dial-up PSTN call to an information service function, and so is the relevant location for purposes of this definition.</p> <p>Third, while Bright House does not serve dial-up ISPs on its network, Verizon does, and today a non-trivial amount of traffic flows from Bright House customers establishing dial-up connections to dial-up ISPs served by Verizon. As a result, the language needs to be changed to make the definition work for traffic that flows in both directions. For Verizon-to-Bright-House dial-up ISP calls (if any were to exist), the relevant local calling area is Verizon's. For Bright-House-to-Verizon dial-up ISP calls, the relevant local calling area is Bright House's.</p> <p>Finally, Verizon's language does not effect the clear ruling by the FCC in its November 5 order establishing that dial-up calls to ISPs are subject to reciprocal compensation under Section 251(b)(5) of the Act. Our language corrects that error.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Glossary § 2.82 ISSUE 4: INTER- CONNECTION RIGHTS ISSUE 6: FAIR BUSINESS TERMS	<p>2.82 [Intentionally left blank]</p>	<p>2.82 <u>Meet Point Billing Traffic</u></p> <p><u>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.</u></p>	<p><u>Bright House Comment:</u></p> <p>Meet point billing arrangements apply to access traffic (that is, the origination or termination of toll calls) where one Party provides end office and termination functions, but the other Party provides the "transport" function (which may include switching) linking the IXC's point-of-presence to end office of the originating or terminating caller (as the case may be). As currently configured and into the future, either Bright House or Verizon may, in particular cases, provide either portion of the overall access service. It is therefore important to clearly define it so</p>

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			that appropriate intercarrier compensation arrangements among the Parties and the affected IXC will be established. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Glossary § 2.86 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	2.86 NID (Network Interface Device) The Verizon provided interface terminating Verizon's Telecommunications network on the property where the Customer's service is located at a point determined by Verizon. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon's network	2.86 NID (Network Interface Device) <u>An interface</u> The Verizon provided <u>by a Party</u> terminating Verizon's that Party's communications network on the property where the Customer's service is located, at a point determined by Verizon the Party placing the NID. <u>A Verizon NID shall contain</u> The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon's network.	<u>Bright House Comment:</u> Depending on the particular service configuration, Bright House may provide NIDs or equivalent devices in connection with the provision of VoIP services to its end users. Provisions in the Agreement relating to the use of Verizon NIDs as UNEs reflect that Bright House may place its own NIDs. The definition of NID should reflect that potential. Of course, only Verizon is obliged to offer its NID as a UNE. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Glossary § 2.87 ISSUE 2: WHOLESALE CLEC	2.87 911/E-911 Call(s) Call(s) made by the ***CLEC Acronym TE*** end user by dialing the three digit telephone number "911" to facilitate the reporting of an emergency requiring response by a public safety agency.	2.87 911/E-911 Call(s) Call(s) made by the {CLEC} <u>Bright House End User</u> by dialing the three digit telephone number "911" to facilitate the reporting of an emergency requiring response by a public safety agency.	<u>Bright House Comment:</u> Aside from inserting Bright House's name, here we capitalize the term "End User" in light of its inclusion as a defined term. See Glossary § 2.46, above. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Glossary § 2.90 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>2.90 NPA (Numbering Plan Area)</p> <p>Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.</p>	<p>2.90 NPA (Numbering Plan Area)</p> <p>Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.</p>	<p><u>Bright House Comment:</u></p> <p>The deleted language is simply inaccurate. While (for example) "813" is the Tampa NPA and is indeed "associated" with a defined area around Tampa, a large amount of telephone services with "813" area code – including wireless calls and nomadic VoIP calls – are not "provided within that geographic area."</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Glossary § 2.92 ISSUE 1: NEED DEFINITIVE ICA	<p>2.92 Order</p> <p>An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of lines or other Services for a stated period or minimum period of time).</p>	<p>2.92 Order</p> <p>An order or application to provide, change, <u>obtain maintenance with respect to</u>, or terminate a Service (including, but not limited to, a commitment to purchase <u>obtain</u> a stated number or minimum number of lines or other Services for a stated period or minimum period of time). <u>For the avoidance of doubt, the term "Order" as used in this Agreement, whether such "Order" is placed 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 being ordered. Any payment obligations that exist under this Agreement are expressly stated in this Agreement.</u></p>	<p><u>Bright House Comment:</u></p> <p>The first proposed change clarifies that a Party may submit an "order" to obtain maintenance functions with respect to a Service.</p> <p>The second proposed change relates to the need for the Agreement to be clear and unambiguous regarding when payment obligations exist and when they do not. As noted above (see General Terms § 51), many functions by Party will be without charge, so, many if not most "Orders" will not result in payment obligations. (For example, the most common form of LSR "Order" that Bright House submits to Verizon is a non-chargeable "Order" to terminate a Verizon customer's service and port the customer's number to Bright House.) It is therefore preferable not to refer to "purchasing" anything – which could be construed to imply a payment obligation – in the definition of "Order."</p> <p>The third change provides clarification regarding interpretation of the term "order."</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition. Verizon asked to review the language Bright House has provided in the third change.</i></p>

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Glossary § 2.95 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>2.95 POI (Point of Interconnection)</p> <p>The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in the Interconnection Attachment, a Point of Interconnection shall be at (i) a technically feasible point on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center or Verizon End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a ***CLEC Acronym TE*** Interconnection Wire Center, ***CLEC Acronym TE*** switch or any portion of a transport facility provided by Verizon to ***CLEC Acronym TE*** or another party between (x) a Verizon Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of ***CLEC Acronym TE*** or another party.</p>	<p>2.95 POI (Point of Interconnection)</p> <p>The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in the Interconnection Attachment, a Point of Interconnection shall be at <u>POIs include:</u> (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. <u>The Interconnection Attachment sets forth the Parties' obligations with respect to the establishment of POIs.</u> By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center or Verizon End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a ***CLEC Acronym TE*** Interconnection Wire Center, ***CLEC Acronym TE*** switch or any portion of a transport facility provided by Verizon to ***CLEC Acronym TE*** or another party between (x) a Verizon Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of ***CLEC Acronym TE*** or another party.</p>	<p><u>Bright House Comment:</u></p> <p>Good contract draftsmanship does not include statements of parties' substantive obligations within definitions. Instead, such obligations are set forth in the appropriate "substantive" sections of the contract. Here, Verizon is confusing the <i>definition</i> of a POI with the obligations and limitations established by applicable law regarding where POIs may or may not be established. Our changes here properly refer questions about where POIs might be established to the Interconnection Attachment, which expressly deals with those questions.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Glossary § 2.97 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>2.97 Primary Reference Source</p> <p>Equipment that provides a timing signal to synchronize network elements</p>	<p>2.97 Primary Reference Source</p> <p>Equipment that provides a timing signal to synchronize <u>network elements</u> different equipment within a network.</p>	<p><u>Bright House Comment:</u></p> <p>This is a "technical" change. Because "Network Element" is a defined term relating to UNEs, the use of the (uncapitalized) phrase "network element" in this definition (which relates to certain functions involved in establishing fiber meet points) is potentially confusing. Our revisions are intended to convey the actual intended meaning of the definition without using the potentially ambiguous phrase "network elements."</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Glossary § 2.99 ISSUE 1: NEED DEFINITIVE ICA	2.99 Purchasing Party A Party requesting or receiving a Service from the other Party under this Agreement	2.99 Purchasing Receiving Party A Party requesting or receiving a Service from the other Party under this Agreement	<u>Bright House Comment:</u> As noted above (see discussion under General Terms § 51 and Glossary § 2.92), the Agreement must be clear and unambiguous regarding when payment obligations exist and when they do not. As noted, a wide variety of functions each Party will provide to the other will be without charge. As a result, it is potentially highly misleading to refer to a Party requesting or receiving a service as a "purchasing" party. Note that the actual definition in Verizon's proposed language is unobjectionable; it is the use of the term "purchasing" that creates the misleading ambiguity. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Glossary § 2.102 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	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. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.	2.102 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. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.	<u>Bright House Comment:</u> The stricken language is inaccurate. Between number portability (including intermodal number portability), wireless traffic, and the availability of nomadic VoIP services, the strict correspondence of an NPA-NXX with a defined "exchange area" is becoming tenuous at best. Furthermore, there is no need for this language that Bright House can identify. See Interconnection Attachment, § 13. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Glossary § 2.105 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	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, 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).	2.105 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/ <u>Rulings</u> , 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).	<u>Bright House Comment:</u> This is a conforming change to reflect the definition of "FCC Regulations/Rulings." See discussion of Glossary § 2.51. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Glossary § 2.106 ISSUE 4: INTER-CONNECTION RIGHTS !	<p>2.106 Reciprocal Compensation Traffic</p> <p>Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to 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. Reciprocal Compensation Traffic does <u>not</u> 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 V/FX 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.</p>	<p>2.106 Reciprocal Compensation Traffic</p> <p>Telecommunications traffic <u>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.</u> originated by a Customer of one Party on that Party's network and terminated to 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. Reciprocal Compensation Traffic does <u>not</u> 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 V/FX 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.</p>	<p><u>Bright House Comment:</u></p> <p>Verizon's definition is attempting to pack in a number of restrictions and limitations that are not consistent with Applicable Law. For example, the FCC's November 5, 2008 Internet Order expressly ruled that ISP-bound calls (aka "Internet Traffic") <u>is</u> subject to reciprocal compensation under Section 251(b)(5), and that Section 251(b)(5) <u>is not</u> limited to "local" traffic, whether defined by reference to Verizon's local calling areas or otherwise. Rather than try to lay out (much less litigate) each of the (largely erroneous and unnecessary) restrictions that Verizon seeks to impose, Bright House proposes to simply state that "Reciprocal Compensation Traffic" is whatever traffic the FCC has deemed to be subject to Section 251(b)(5). If there are items where the intercarrier compensation arrangements applicable to particular types of traffic are of special concern to Verizon, Bright House will work with Verizon to specify the compensation (which may be no compensation at all, as between Verizon and Bright House) applicable to such types of traffic. Such language would properly appear in the Interconnection Attachment.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Glossary § 2.109 ISSUE 1: NEED DEFINITIVE ICA	<p>2.109 Service</p> <p>Any Interconnection arrangement, Network Element, Telecommunications Service, collocation arrangement, or other service, facility or arrangement, offered by a Party under this Agreement.</p>	<p>2.109 Service</p> <p>Any Interconnection arrangement, Network Element, Telecommunications Service, collocation arrangement, or other service, facility or arrangement, offered <u>or provided</u> by a Party under this Agreement.</p>	<p><u>Bright House Comment:</u></p> <p>As noted at various points above, the Parties will each provide a wide variety of functions to the other in the course of performing their obligations under the Agreement. Limiting the definition of "Service" to functions "offered" by one Party to the other could create ambiguities with respect to functions that are necessary to the fulfillment of a Party's obligations but which occur, in effect, "in the background" and so might not literally be "offered" (depending on how one interprets the term). Our language eliminates this potential ambiguity.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Glossary § 2.116 ISSUE 1: NEED DEFINITIVE ICA	<p>2.116 Tariff.</p> <p>2.116.1 Any applicable Federal or state tariff of a Party, as amended from time to time; or</p> <p>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 a Service.</p> <p>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.</p>	<p>2.116 Tariff.</p> <p>2.116.1 Any applicable Federal or state tariff of a Party, as amended from time to time; or</p> <p>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 <u>to provide a service, function, or arrangement, a Service.</u></p> <p><u>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.</u></p> <p>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.</p>	<p><u>Bright House Comment:</u></p> <p>As noted above, Verizon's proposed language is severely compromised and ambiguous by virtue of its confusion between obligations that exist under the Agreement itself and obligations that might exist under a tariff. It is particularly confusing in many instances to refer to an "applicable" tariff in relation to a function to be provided under the auspices of the Agreement, including, in particular, on the topic of when or whether a rate specified in a tariff might apply. This confusion is exacerbated when Verizon refers to a "tariff" as being "applicable" to a "Service" (with a capital "S", indicating a function provided under the Agreement).</p> <p>The changes proposed here to eliminate that confusion and ambiguity.</p> <p>See discussion under General Terms §§ 1.1 and 1.2.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition. As noted elsewhere, Verizon believes that it is appropriate to incorporate tariffs by reference into the ICA.</i></p>

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Glossary § 1.123 ISSUE 4: INTER-CONNECTION RIGHTS	<p>2.123 Toll Traffic</p> <p>Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.</p>	<p>2.123 Toll Traffic</p> <p>Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. 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. <u>For avoidance of doubt, traffic that meets the definition set forth in the Act for the term "Telephone Toll Service" but as to which 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.</u></p>	<p>Bright House Comment:</p> <p>Verizon's definition inappropriately uses the term "Toll Traffic" as a catch-all for any type of traffic that doesn't fall into certain specific categories. The implication (inconsistent with applicable law) is that any traffic that does not fit into the specific categories and exchanged between the parties is subject to access charges. In fact, the Act plainly defines what constitutes "Toll" traffic – traffic that crosses the boundaries of a local calling zone and for which there is a toll charge. Departing from that simple and straightforward definition will only lead to confusion and disputes. Moreover, the FCC's November 5, 2008 ruling regarding intercarrier compensation establishes that all traffic exchanged between LECs is subject to reciprocal compensation, unless such traffic is expressly excluded from Section 251(b)(5). So the "default case" should be reciprocal compensation, not access charges.</p> <p>Note that in general a "toll call" may be one that is simply exchanged between the two Parties, or may be one in which a third-party IXC is involved. Our proposed addition at the end of the definition clarifies that "Toll Traffic" refers to traffic involving only the two Parties, while "Meet Point Billing Traffic" covers toll calls where a third party is an IXC. This preserves the important distinction between traffic where the intercarrier compensation between the Parties would appropriately be the applicable access charges, and traffic where there is no intercarrier compensation between the Parties at all, because they both charge the third party IXC for the access services they provide that IXC.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Glossary § 2.126 ISSUE 4: INTER- CONNECTION RIGHTS	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 Measured Internet Traffic by the combined total number of minutes of intrastate traffic and Measured Internet Traffic. $\{[(\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}) + (\text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use})] \times 100\}$. 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".	2.126 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 <u>(to the extent not already counted)</u> Measured Internet Traffic by the combined total number of minutes of intrastate traffic and Measured Internet Traffic. $\{[(\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}) + (\text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use})] \times 100\}$. 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".	Bright House Comment: As noted above, the FCC's November 5, 2008 Internet Ruling plainly held that dial-up calls to ISPs were subject to reciprocal compensation under Section 251(b)(5). Such traffic therefore properly counts as "Reciprocal Compensation Traffic." See discussion under Glossary §§ 2.79 and 2.106. As a result, the change noted here is "technical" in nature, intended to ensure that any relevant ISP-bound calls (which in our case would be from Bright House to Verizon) are not double-counted. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Glossary § 2.133 (Bright House draft) ISSUE 2: WHOLESALE CLEC	[no corresponding language in Verizon draft]	2.133 <u>Voice over Internet Protocol Service or VoIP Service</u> <u>Shall have the meaning set forth for the term "Interconnected VoIP Service" in 47 C.F.R. § 9.3. For avoidance of doubt, to the extent that a Party provides connectivity to the public switched telephone network to an entity (affiliated or otherwise) that provides Interconnected VoIP Service to End Users, such End Users shall be treated for all purposes under this Agreement in the same manner as such Party's Telephone Exchange Service customers would be treated, and such Party shall be treated, for all purposes under this Agreement, as though it were providing such Service to such End Users.</u>	Bright House Comment: Bright House serves its End Users indirectly by providing PSTN connectivity to its affiliate that provides those End Users with VoIP Service. This provision ensures that Bright House's VoIP end users are treated appropriately, and that Bright House's interconnection and related rights are not compromised by virtue of this serving arrangement. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Glossary § 1.34 (renumbered)	[no change; retain Verizon definition; simple renumbering]		

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
ADDITIONAL SERVICES ATTACHMENT			
Add'l Services Attach. § 4 ISSUE 3: DIRECTORY LISTING TERMS	4. Directory Listing and Directory Distribution To the extent required by Applicable Law, Verizon will provide directory services to ***CLEC Acronym TE***. Such services will be provided in accordance with the terms set forth herein.	4. Directory Listing and Directory Distribution To the extent required by Applicable Law, Verizon will provide directory and listing services to (CLEC) Bright House --Such services will be provided in accordance with the terms set forth <u>on a just, reasonable and nondiscriminatory basis as required by Applicable Law and as specified</u> herein	<u>Bright House Comment:</u> Verizon is required by Section 251(b)(3) and associated FCC rulings to include Bright House's end users in Verizon directories and databases, and to distribute directories to Bright House customers, on just, reasonable and nondiscriminatory terms. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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<p>Add'l Services Attach. § 4.2</p> <p>ISSUE 1: NEED DEFINITIVE ICA</p> <p>ISSUE 2: WHOLESALE CLEC</p> <p>ISSUE 3: DIRECTORY LISTING TERMS</p>	<p>4.2 Listing Information Supply</p> <p>***CLEC Acronym TE*** shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format required by Verizon or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed) all Listing Information and the service address for each ***CLEC Acronym TE*** Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. ***CLEC Acronym TE*** shall also provide to Verizon on a daily basis: (a) information showing ***CLEC Acronym TE*** Customers who have disconnected or terminated their service with ***CLEC Acronym TE***; and (b) delivery information for each non-listed or non-published ***CLEC Acronym TE*** Customer to enable Verizon to perform its directory distribution responsibilities. Verizon shall promptly provide to ***CLEC Acronym TE*** (normally within forty-eight (48) hours of receipt by Verizon, excluding non-business days) a query on any listing that is not acceptable.</p>	<p>4.2 Listing Information Supply</p> <p>[CLEC] <u>Bright House</u> 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 <u>(including additions, changes and deletions)</u> and the service address for each [CLEC] <u>Bright House</u> Customer whose service address location falls within the geographic area covered by the relevant Verizon directory <u>and who wishes to be included in a Verizon directory or directory listing database.</u> [CLEC] <u>Bright House</u> shall also provide to Verizon <u>on a daily basis as promptly as commercially reasonable, but no less frequently than daily:</u> (a) information showing [CLEC] <u>Bright House</u> Customers <u>listed in a Verizon directory or included in a Verizon directory information database</u> who have disconnected or terminated their service with [CLEC] <u>Bright House</u>; and (b) delivery information for each non-listed or non-published <u>Bright House</u> Customer <u>not included in a Verizon directory or directory information database,</u> to enable Verizon to perform its directory distribution responsibilities. <u>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.</u> Verizon shall promptly provide to [CLEC] <u>Bright House</u> (normally within forty-eight (48) hours of receipt by Verizon, excluding non-business days) a query on any listing that is not acceptable. <u>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.</u></p>	<p>Bright House Comment:</p> <p>Bright House is under no obligation to provide Verizon with any directory-related information with respect to Bright House end users who do not wish to be included in a Verizon printed directory or database. Our proposed changes reflect that situation.</p> <p>Bright House does not object to providing Verizon with its valuable listings at no charge as part of an overall agreement under which Verizon does not impose any charges on Bright House for receiving, processing, and maintaining the listings. Due to recent litigation surrounding this topic it is important that it be entirely unambiguous in this Agreement going forward.</p> <p>See Additional Services Attachment § 4.3.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition. Bright House believes that Verizon agrees in principle with these changes, other than the provisions at the end stating that Verizon will include Bright House's listings at no charge. Verizon has proposed a rate for an LSR indicating an additional Bright House listing and a separate, lower rate for changing an existing listing.</i></p> <p>If any rate could be applied at all, Bright House views Verizon's suggested rates to be inappropriate in light of the \$0.42 rate for this function imposed by another ILEC in Florida and the \$0.16 rate for this function imposed on Verizon in California.</p>

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<p>Add'l Services Attach. § 4.3 ISSUE 1: NEED DEFINITIVE ICA</p> <p>ISSUE 2: WHOLESALE CLEC</p> <p>ISSUE 3: DIRECTORY LISTING TERMS</p>	<p>4.3 Listing Inclusion and Distribution</p> <p>Verizon shall include each ***CLEC Acronym TE*** Customer's primary listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such ***CLEC Acronym TE*** Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of ***CLEC Acronym TE***'s Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. ***CLEC Acronym TE*** shall pay Verizon's Tariffed charges for additional, foreign, and other listings products (as documented in local Tariff) for ***CLEC Acronym TE***'s Customers.</p>	<p>4.3 Listing Inclusion and Distribution</p> <p>Verizon shall include, <u>at no nonrecurring, monthly recurring, ordering or order processing, or other charge, either to Bright House or Bright House's Customers or End Users, each [CLEC] Customer's the primary listing</u>, 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, <u>for each Bright House Customer/End User who wishes to be included in Verizon's directories</u>, and shall provide initial distribution of such directories to such [CLEC] <u>Bright House</u> Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of [CLEC's] <u>Bright House's</u> Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. <u>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 [CLEC] Bright House shall pay, the same rates for such listing products as would apply to a Verizon Customer ordering the same 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. Verizon's Tariffed charges for additional, foreign, and other listings products (as documented in local Tariff) for ***CLEC Acronym TE***'s Customers.</u></p>	<p>Bright House Comment:</p> <p>There should be no charge to Bright House for including a basic listing for one of its customers in Verizon's directories. The cost of processing the order – which is handled entirely electronically – is trivial, at most a few cents. The cost of maintaining the listing is immeasurably small. Moreover, Bright House listings are valuable to Verizon in many ways. First, Verizon has a regulatory obligation to put together as complete a directory as possible consistent with consumer desires not to be listed. Second, having Bright House's listings makes Verizon's directories more valuable to Verizon's own customers. Third, Verizon can and does sell its directory listing databases on a per-listing basis to third party directory providers.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition. See discussion regarding Additional Services § 4.2 re: current state of negotiations regarding a possible rate for listings.</i></p>
<p>Add'l Services Attach. § 4.5 ISSUE 5: FAIR BUSINESS TERMS</p>	<p>4.5 Confidentiality of Listing Information</p> <p>Verizon shall accord ***CLEC Acronym TE*** Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall use such Listing Information solely</p>	<p>4.5 Confidentiality of Listing Information</p> <p><u>(a) Subject to subsection (b), below</u>, Verizon shall accord [CLEC] <u>Bright House</u> Listing Information the same level of confidentiality that Verizon accords its own listing information,</p>	<p>Bright House Comment:</p> <p>Litigation with Verizon surrounding its now-abandoned retention marketing program based on LSRs submitted by Bright House has created a heightened need for explicit protection of the</p>

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	<p>for the purpose of providing directory-related services; provided, however, that should Verizon elect to do so, it may use or license ***CLEC Acronym TE*** Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as ***CLEC Acronym TE*** Customers are not separately identified as such; and provided further that ***CLEC Acronym TE*** may identify those of its Customers who request that their names not be sold for direct marketing purposes and Verizon shall honor such requests to the same extent that it does for its own Customers. Verizon shall not be obligated to compensate ***CLEC Acronym TE*** for Verizon's use or licensing of ***CLEC Acronym TE*** Listing Information.</p>	<p>and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that, <u>except as provided in (b) below</u>, should Verizon elect to do so, it may use or license [CLEC] 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 [CLEC] Bright House Customers are not separately identified as such; and provided further that [CLEC] 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 [CLEC] Bright House for Verizon's use or licensing of [CLEC] Bright House Listing Information.</p> <p><u>(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</u></p>	<p>confidentiality of, and limitations on the competitive use of, information that Bright House provides to Verizon regarding Bright House's customers. The language we propose in subsection (b) addresses this need.</p> <p>During negotiations Verizon pointed out that once the information is in a directory or directory database it is effectively public. Bright House agrees and has added language to its proposed subsection (b) to address that point. Our primary concern is that Verizon not use <i>advance</i> knowledge of a customer's leaving Verizon and/or signing up with Bright House for any marketing purpose.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition. See discussion regarding Additional Services § 4.2 re: current state of negotiations regarding a possible rate for listings.</i></p>

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		<u>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.</u>	
Add'l Services Attach. § 4.7 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>4.7 Indemnification</p> <p>***CLEC Acronym TE*** shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, ***CLEC Acronym TE*** warrants to Verizon that ***CLEC Acronym TE*** has the right to provide such Listing Information to Verizon on behalf of its Customers. ***CLEC Acronym TE*** shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. ***CLEC Acronym TE*** agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by ***CLEC Acronym TE*** hereunder.</p>	<p>4.7 Indemnification</p> <p>{CLEC} <u>Bright House</u> shall adhere to all <u>generally applicable</u> practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, {CLEC} <u>Bright House</u> warrants to Verizon that {CLEC} <u>Bright House</u> has the right to provide such Listing Information to Verizon on behalf of its Customers. {CLEC} <u>Bright House</u> shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. {CLEC} <u>Bright House</u> agrees to release, defend, hold harmless and indemnify Verizon, <u>in accordance with Section 20 of the General Terms and Conditions</u>, from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by {CLEC} <u>Bright House</u> hereunder.</p>	<p><u>Bright House Comment:</u></p> <p>Verizon's language does not establish any constraints or standards with respect to the "practices, standards and ethical requirements" that Verizon might impose and that, under Verizon's language, Bright House must automatically follow. Bright House cannot reasonably be expected to accept such an open-ended commitment. Our original proposal was that we only be subject to "reasonable" practices, etc. Following discussion with Verizon, we believe that the parties can agree on the qualifying term "generally applicable" instead.</p> <p>After discussion with Verizon, we believe that the cross-reference to Section 20 of the General Terms (regarding indemnification) is acceptable to Verizon.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Add'l Services Attach. § 4.8 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>4.8 Liability</p> <p>Verizon's liability to ***CLEC Acronym TE*** in the event of a Verizon error in or omission of a ***CLEC Acronym TE*** Customer listing shall not exceed the amount actually paid by ***CLEC Acronym TE*** to Verizon for such listing. ***CLEC Acronym TE*** agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to ***CLEC Acronym TE***'s Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers as set forth in Verizon's applicable Tariffs.</p>	<p>4.8 Liability</p> <p><u>In accordance with Section 25 of the General Terms and Conditions</u>, Verizon's liability to [CLEC] <u>Bright House</u> in the event of a Verizon error in or omission of a [CLEC] <u>Bright House</u> Customer listing shall not exceed the amount actually paid by [CLEC] <u>Bright House</u> to Verizon for such listing. [CLEC] <u>Bright House</u> agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to [CLEC's] <u>Bright House's</u> Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers as set forth in Verizon's applicable Tariffs.</p>	<p><u>Bright House Comment:</u></p> <p>Section 25 of the General Terms provides detailed terms regarding limitations of liability. It should be clear that those provisions apply to directory issues. Following discussions with Verizon, we believe that this proposed change is acceptable to Verizon.</p> <p>Note: we propose removing the term "applicable" in advance of the term "Tariffs" for the reasons stated above in connection with, e.g., General Terms §§ 1.1 and 1.2.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition. For reasons stated above, Verizon does not believe that references to "applicable" tariffs are inappropriate.</i></p>
Add'l Services Attach. § 4.11 ISSUE 3: DIRECTORY LISTING TERMS	<p>4.11 Other Directory Services</p> <p>***CLEC Acronym TE*** acknowledges that if ***CLEC Acronym TE*** desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.</p>	<p>4.11 Other Directory Services</p> <p>[CLEC] <u>Bright House</u> acknowledges that if [CLEC] <u>Bright House</u> desires directory services in addition to those described herein <u>and that Verizon is not otherwise required to provide under Applicable Law</u>, such additional services must <u>shall</u> be obtained under separate agreement with Verizon's directory publishing company. <u>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.</u></p>	<p><u>Bright House Comment:</u></p> <p>Verizon cannot fob off to a third party publishing company any additional directory-related services that Verizon itself might be required to provide under Applicable Law.</p> <p>In cases where Bright House is appropriately called upon to deal with a third party publisher, Verizon should be obliged to provide reasonable cooperation with Bright House in contacting the publisher, etc. so that the separate deal can be promptly and efficiently concluded.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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<p>Add'l Services Attach. § 6.1 ISSUE 7: MISC. MATTERS NEEDING CORRECTION</p>	<p>6. Intercept and Referral Announcements</p> <p>6.1 When a Customer changes its service provider from Verizon to ***CLEC Acronym TE***, or from ***CLEC Acronym TE*** to Verizon, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.</p> <p>6.2 Referral Announcements shall be provided, in the case of business Customers, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number.</p> <p>6.3 This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.</p>	<p>6. Intercept and Referral Announcements</p> <p><u>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.</u></p> <p>6.1 When a Customer changes its service provider from Verizon to ***CLEC Acronym TE***, or from ***CLEC Acronym TE*** to Verizon, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.</p> <p>6.2 Referral Announcements shall be provided, in the case of business Customers, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number.</p> <p>6.3 This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.</p>	<p><u>Bright House Comment:</u></p> <p>Bright House originally proposed to delete this section entirely. Following discussion with Verizon, we agreed to retain the section but to expressly state that the Agreement imposes no obligation on either Party to provide referral announcements. We believe that this language should be acceptable to Verizon in principle, but as of the date of the arbitration petition Verizon has not yet reviewed this specific language.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Add'l Services Attach. § 8.1.1 ISSUE 6: FAIR BUSINESS TERMS	<p>8. Operations Support Systems (OSS) Services</p> <p>...</p> <p>8.1.1 <u>Verizon Operations Support Systems</u>: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.</p>	<p>8. Operations Support Systems (OSS) Services</p> <p>...</p> <p>8.1.1 <u>Verizon Operations Support Systems</u>: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing of any Verizon Service provided under or in connection with this Agreement.</p>	<p>Bright House Comment:</p> <p>Verizon's language was vague in that it did not clearly relate the OSS functionalities at issue to Verizon's actual activities under the Agreement. Bright House's language clarifies this situation.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Add'l Services Attach. § 8.1.4 ISSUE 6: FAIR BUSINESS TERMS	<p>8.1.4 <u>Verizon OSS Information</u>: Any information accessed by, or disclosed or provided to, ***CLEC Acronym TE*** through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a ***CLEC Acronym TE*** Customer accessed by, or disclosed or provided to, ***CLEC Acronym TE*** through or as a part of Verizon OSS Services; and, (b) any ***CLEC Acronym TE*** Usage Information (as defined in Section 8.1.6 of this Attachment) accessed by, or disclosed or provided to, ***CLEC Acronym TE***</p>	<p>8.1.4 <u>Verizon OSS Information</u>: Any information accessed by, or disclosed or provided to, [CLEC] <u>Bright House</u> through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a [CLEC] <u>Bright House</u> Customer accessed by, or disclosed or provided to, [CLEC] <u>Bright House</u> through or as a part of Verizon OSS Services accessed by, or disclosed or provided to, [CLEC] <u>Bright House</u>, and, (b) any [CLEC] Usage Information (as defined in Section 8.1.6 of this Attachment) accessed by, or disclosed or provided to, [CLEC] <u>Bright House</u>. <u>Notwithstanding the foregoing, nothing in this Agreement 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.</u></p>	<p>Bright House Comment:</p> <p>This change is necessary because in a later section of the Additional Services Attachment (§8.5), Verizon declares that "Verizon OSS Information" is Verizon's proprietary information, and establishes some strong protections against the CLEC making use of that information. Such provisions obviously should not apply to information that Bright House knows independently, whether or not such information is contained in and available via Verizon's OSS.</p> <p>Note proposed change to § 8.5.2, cross-referencing this new language.</p> <p>Based on conversations with Verizon, we have modified the language at issue. We do not believe that Verizon will object in principle to the new language.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Add'l Services Attach. § 8.2.1 ISSUE 6: FAIR BUSINESS TERMS	8.2 Verizon OSS Services 8.2.1 Upon request by ***CLEC Acronym TE***, Verizon shall provide to ***CLEC Acronym TE*** Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.	8.2 Verizon OSS Services 8.2.1 Upon request by [CLEC] <u>Bright House</u> , Verizon shall provide to [CLEC] <u>Bright House</u> Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law, <u>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.</u>	<u>Bright House Comment:</u> There is no reason at this late stage of local competition, for any services to be manually ordered, processed, etc. Bright House's language clarifies that Bright House shall provide OSS for all Services that it is required by Applicable Law to provide. <i>Verizon will provide its response to these proposals in its response to the arbitration petition. Verizon, however, objects to being required to change, upgrade or modify any of its systems or procedures in order to accommodate an interconnector.</i>
Add'l Services Attach. § 8.2.3 ISSUE 1: NEED DEFINITIVE ICA ISSUE 6: FAIR BUSINESS TERMS	8.2.3 To the extent required by Applicable Law, in providing Verizon OSS Services to ***CLEC Acronym TE***, Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon OSS Services. Verizon's OSS Change Management Guidelines will be set out on a Verizon website.	8.2.3 To the extent required by Applicable Law, in providing Verizon OSS Services to [CLEC], <u>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 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 are and will continue to 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.</u>	<u>Bright House Comment:</u> Verizon is free to modify its OSS Services as long as they remain in compliance with Applicable Law. However, changes in OSS Services on which Bright House relies can be disruptive, especially if computer programming or similar changes have to be implemented, tested, etc. to accommodate whatever changes Verizon might make. It is therefore reasonable to require Verizon to give commercially reasonable advance notice of any significant changes in those OSS Services. What is "commercially reasonable" will depend on the nature and scope of the Verizon change at issue. Of course, Verizon cannot, under the guise of modifications to its OSS functionality, impose new charges on Bright House, either explicitly or indirectly by virtue of changes in procedures. <i>Verizon will provide its response to these proposals in its response to the arbitration petition. During negotiations Verizon indicated that its existing "Change Management Process" was adequate to address Bright House's concerns.</i> Upon review by Bright House, we are not persuaded that Verizon's process provides adequate protection of our interests. Verizon indicates anticipated lead times on different types of changes but does not commit to provide a reasonable amount of time if a reasonable period is longer than the amounts specified by Verizon.

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Add'l Services Attach. § 8.4.2 ISSUE 6: FAIR BUSINESS TERMS	8.4.2 Verizon OSS Facilities may be accessed and used by ***CLEC Acronym TE*** only to provide Telecommunications Services to ***CLEC Acronym TE*** Customers.	8.4.2 <u>[Intentionally left blank]</u>	Bright House Comment: This restriction is not authorized by Applicable Law. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Add'l Services Attach. § 8.4.5 ISSUE 6: FAIR BUSINESS TERMS	8.4.5 ***CLEC Acronym TE*** shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).	8.4.5 [CLEC] Bright House shall comply with all <u>commercially reasonable</u> 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).	Bright House Comment: A requirement that Bright House comply, without limitation, with "all practices and procedures" that Verizon might invent is too broad. Adding the "commercially reasonable" standard solves that problem. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Add'l Services Attach. § 8.5.2 ISSUE 6: FAIR BUSINESS TERMS	8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, ***CLEC Acronym TE*** shall acquire no rights in or to any Verizon OSS Information.	8.5.2 <u>Subject to Section 8.1.4</u> , all Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, [CLEC] Bright House shall acquire no rights in or to any Verizon OSS Information.	Bright House Comment: See discussion of Additional Services Attachment, §8.1.4, above. Bright House respects Verizon's right to proprietary treatment of information that is truly Verizon's. The language of § 8.1.4 ensures that information that is truly Bright House's does not erroneously fall into that protected category. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Add'l Services Attach. § 8.6.1 ISSUE 6: FAIR BUSINESS TERMS	8.6.1 Any breach by ***CLEC Acronym TE***, or ***CLEC Acronym TE***'s employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 of this Attachment shall be deemed a material breach of this Agreement. In addition, if ***CLEC Acronym TE*** or an employee, agent or contractor of ***CLEC Acronym TE*** at any time breaches a provision of Sections 8.4 or 8.5 of this Attachment and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to ***CLEC Acronym TE***, to suspend the license to use Verizon OSS Information granted by Section 8.5.1 of this Attachment and/or the provision of Verizon OSS Services, in whole or in part.	8.6.1 Any breach by [CLEC] <u>Bright House</u> , or [CLEC]'s <u>Bright House's</u> employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 of this Attachment shall be deemed a material breach of this Agreement. In addition, if [CLEC] <u>Bright House</u> or an employee, agent or contractor of [CLEC] <u>Bright House</u> at any time breaches a provision of Sections 8.4 or 8.5 of this Attachment and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to [CLEC] <u>Bright House</u> , 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. <u>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.</u>	Bright House Comment: This clarifies that Verizon may not unilaterally impose consequences for an alleged breach when Bright House disputes that a breach has occurred. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Add'l Services Attach. § 8.7 ISSUE 6: FAIR BUSINESS TERMS	<p>8.7 Relation to Applicable Law</p> <p>The provisions of Sections 8.4, 8.5 and 8.6 of this Attachment with regard to the confidentiality of information shall be in addition to and not in derogation of any provisions of Applicable Law with regard to the confidentiality of information, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.</p>	<p>8.7 Relation to Applicable Law</p> <p>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 <u>and the use of confidential information disclosed by one Party to the other</u>, including, but not limited to, 47 U.S.C. § 222, and are not <u>nothing in this Agreement is intended to constitute a waiver by Verizon either Party</u> of any right with regard to protection of the confidentiality of, <u>or limitations on the use of</u>, the information of <u>Verizon such Party</u> or <u>Verizon's such Party's</u> Customers provided by Applicable Law. <u>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.</u></p>	<p>Bright House Comment:</p> <p>First, this provision, dealing with the protection of confidential information, should be mutual. Each Party is and should be responsible for protecting the confidentiality of the other Party's proprietary information of which the Party becomes aware.</p> <p>Second, proper treatment of the other Party's confidential information is not limited to avoiding public disclosure; it also includes limiting the use of that information to the purpose for which it was provided.</p> <p>Third, because of the importance of the protection of confidential information and compliance with 47 U.S.C. § 222, it is appropriate to clarify that</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Add'l Services Attach § 8.8.1 ISSUE 6: FAIR BUSINESS TERMS	<p>8.8.1 Upon request by Verizon, ***CLEC Acronym TE*** shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Verizon reasonable, good faith estimates of the volume of each type of OSS transaction that ***CLEC Acronym TE*** anticipates submitting in each week of the next Calendar Quarter.</p>	<p>8.8.1 Upon request by Verizon, {CLEC} Bright House shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Verizon reasonable, <u>non-binding</u> good faith estimates of the volume of each type of OSS transaction that {CLEC} Bright House anticipates submitting in each <u>month</u> week of the next Calendar Quarter.</p>	<p>Bright House Comment:</p> <ol style="list-style-type: none"> 1. Forecasts under the Agreement are non-binding. 2. Weekly forecast are not realistic and are unduly burdensome. <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Add'l Services Attach. § 8.8.2 ISSUE 6: FAIR BUSINESS TERMS	8.8.2 ***CLEC Acronym TE*** shall reasonably cooperate with Verizon in submitting orders for Verizon Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.	8.8.2 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 <u>commercially reasonable limitations on</u> the capacity or capabilities of such Verizon OSS Services.	<p><u>Bright House Comment:</u></p> <p>Bright House agrees that it should work with Verizon to avoid overwhelming Verizon's OSS. By the same token, any limitations on the capacity of the OSS must be commercially reasonable; otherwise Verizon would be free to impose unreasonable capacity limitations.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
<p>Add'l Services Attach. § 8.9 ISSUE 6: FAIR BUSINESS TERMS ISSUE 7: MISC. MATTERS NEEDING CORRECTION</p>	<p>8.9 Verizon Access to Information Related to ***CLEC Acronym TE*** Customers.</p> <p>8.9.1 Verizon shall have the right to access, use and disclose information related to ***CLEC Acronym TE*** Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the ***CLEC Acronym TE*** Customer in the manner required by Applicable Law.</p> <p>8.9.2 Upon request by Verizon, ***CLEC Acronym TE*** shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to ***CLEC Acronym TE***'s operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to ***CLEC Acronym TE*** Customers (as authorized by the applicable ***CLEC Acronym TE*** Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.</p>	<p>8.9 Verizon Access to Information Related to (CLEC) <u>Bright House</u> Customers.</p> <p>8.9.1 Verizon shall have the right to access, use and disclose information related to (CLEC) <u>Bright House</u> Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the (CLEC) <u>Bright House</u> Customer in the manner required by Applicable Law. <u>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).</u></p> <p>8.9.2 <u>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.</u> Upon request by Verizon, ***CLEC Acronym TE*** shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to ***CLEC Acronym TE***'s operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to ***CLEC Acronym TE*** Customers (as authorized by the applicable ***CLEC Acronym TE*** Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.</p>	<p>Bright House Comment:</p> <p>Bright House and Verizon engaged in extensive litigation in 2008 and 2009 in which Verizon asserted extensive rights to make use of confidential information regarding Bright House's customers, including asserting that Bright House had no proprietary rights in such information on various theories. The FCC and the courts rejected Verizon's positions. Nonetheless, in light of that experience, it is necessary to expressly state in this Agreement that Verizon may not use Bright House's information, or information about Bright House's customers, in that way.</p> <p>The proposal with respect to § 8.9.2 is self-explanatory.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Add'l Services Attach. § 8.11 ISSUE 6: FAIR BUSINESS TERMS	<p>8.11 Cancellations</p> <p>Verizon may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the original service due date.</p>	8.11 <u>[Intentionally left blank]</u>	<p>Bright House Comment:</p> <p>This provision is vague. As written, if Bright House places an order with Verizon and Verizon does nothing for 31 days, Verizon can cancel it. If there is some problem with Bright House failing to follow up on its orders, Verizon should explain in greater detail the nature of the supposed problem. In the absence of such greater detail, however, this provision is unnecessary and inappropriate.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Add'l Services Attach. § 9 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>9. Poles, Ducts, Conduits and Rights-of-Way</p> <p>9.1 Verizon shall afford ***CLEC Acronym TE*** non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Verizon. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Verizon's applicable Tariffs, or, in the absence of an applicable Verizon Tariff, Verizon's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>9.2 ***CLEC Acronym TE*** shall afford Verizon non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by ***CLEC Acronym TE***. Such access shall be provided pursuant to ***CLEC Acronym TE***'s applicable Tariffs, or, in the absence of an applicable ***CLEC Acronym TE*** Tariff, ***CLEC Acronym TE***'s generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. The terms, conditions and prices offered to Verizon by ***CLEC Acronym TE*** for such access shall be no less favorable than the terms, conditions and prices offered to ***CLEC Acronym TE*** by Verizon for access to poles, ducts, conduits and rights of way owned or controlled by Verizon.</p>	<p>9. Poles, Ducts, Conduits and Rights-of-Way</p> <p>9.1 Verizon shall afford [CLEC] <u>Bright House</u> non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Verizon. <u>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. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Verizon's applicable Tariffs, or, in the absence of an applicable Verizon Tariff, Verizon's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</u></p> <p>9.2 <u>[Intentionally left blank]</u></p>	<p>Bright House Comment:</p> <p>Verizon cannot force Bright House to accept pole, conduit, and/or right-of-way access on terms already contained in a Verizon tariff or standard offering, although Bright House may, if it so chooses, accept such terms. Therefore § 9.1 had to be modified. However, given that they are already parties to a pole access agreement, it is not necessary to debate the details of Verizon's obligation.</p> <p>With respect to § 9.2, Bright House, a CLEC, has no obligation to provide Verizon, an ILEC, with access to poles, conduits, or rights-of-way.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Additional Services Attach. § 12 ISSUE 1: NEED DEFINITIVE ICA ISSUE 6: FAIR BUSINESS TERMS	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.	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. <u>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.</u>	<u>Bright House Comment:</u> The parties need to work out a commercially reasonable means for removing PIC freezes without giving either party an undue ability to engage in retention marketing. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Add'l Services Attach. § 13 ISSUE 1: NEED DEFINITIVE ICA	13. Good Faith Performance If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of {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.	13. [Intentionally left blank]	<p>Bright House Comment:</p> <p>The deleted language is entirely inappropriate. If there are any "Services offered under this Agreement" by Verizon that Verizon is not actually prepared to provide to Bright House, in Florida, as of the Effective Date, then Verizon needs to identify any such "services" <i>in advance of entering into the contract</i> so that Bright House can determine whether Verizon's inability to actually deliver its purported contractual offering is material to Bright House, and to negotiate appropriate substitute arrangements <i>in advance</i>.</p> <p>See discussion under General Terms § 18.</p> <p><i>Verizon is not willing to review the agreement prior to its execution to identify which functions it might be called upon to perform under the agreement that it is not, in fact, prepared to perform as of the effective date. Verizon does not believe that it should be required to do so. If the situation arises the parties can negotiate regarding it then.</i></p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
INTERCONNECTION ATTACHMENT			
Interconnection § 1 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>1. General</p> <p>Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Telephone Exchange Service and Exchange Access. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center or Verizon End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a ***CLEC Acronym TE*** Interconnection Wire Center, ***CLEC Acronym TE*** switch or any portion of a transport facility provided by Verizon to ***CLEC Acronym TE*** or another party between (x) a Verizon Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of ***CLEC Acronym TE*** 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.</p>	<p>1. General</p> <p>1.1 Verizon Each party shall provide to Bright House the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of <u>Telecommunications</u>. Telephone Exchange Service and Exchange Access By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center or Verizon End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a [CLEC] <u>Bright House</u> Interconnection Wire Center, [CLEC] <u>Bright House</u> switch or any portion of a transport facility provided by Verizon to [CLEC] <u>Bright House</u> or another party between (x) a Verizon Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of [CLEC] <u>Bright House</u> 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.</p>	<p>Bright House Comment:</p> <p>First, this provision deals with Verizon's obligation to provide interconnection to Bright House, not vice versa. Since the point of interconnection is to exchange traffic (see 47 C.F.R. § 51.5 (definition of "interconnection") obviously the POIs established for this purpose will work in both directions.</p> <p>Second, although Verizon's obligation to interconnect under 47 U.S.C. § 251(c)(2) extends only to "Telephone Exchange Service and Exchange Access," its obligation to interconnect under 47 U.S.C. § 251(a)(1) extends to all "Telecommunications." Since the Parties are already physically interconnected under § 251(c)(2), 47 C.F.R. § 51.100 comes into play and all "Telecommunications" may be sent via those interconnection facilities.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection § 2.1 ISSUE 4: INTER- CONNECTION RIGHTS	2.1 Point(s) of Interconnection 2.1.1 Each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA selected by ***CLEC Acronym TE***.	2.1 Point(s) of Interconnection <u>and Interconnection Format</u> 2.1.1 Each Party, at its own expense, shall provide transport facilities <u>as required to deliver traffic originating on, or transiting through, its network</u> to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA selected by [CLEC] Bright House. <u>To meet this obligation, a Party may:</u> <u>2.1.1.1 provide its own facilities for delivery of traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or</u> <u>2.1.1.2 obtain transport for delivery of 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; or</u> <u>2.1.1.3 in the case of Bright House, obtain facilities from Bright House's network to the POI, provided by Verizon at TELRIC rates.</u> <u>2.1.2 Interconnection Format</u> <u>At Bright House's option, the Parties shall interconnect their networks using either TDM (older standard PSTN signaling format) or Session Initiation Protocol (SIP) (modern IP signaling format). SIP-based arrangements are described in Section 3.2 of this Interconnection Attachment.</u>	Bright House Comment: The change to 2.1.1 clarifies that the specific responsibilities of each party relate to getting its originated (or transited) traffic to the POI. Based on conversations with Verizon, we believe that this language should be acceptable in principle. Adding §§ 2.1.1.1 and 2.1.1.2 here allows the deletion of parallel, duplicative language later. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i> New Section 2.1.1.3 reflects Verizon's obligation to provide interconnection facilities to Bright House at TELRIC-based rates, as provided in Applicable Law. <i>Verizon does not agree that it is obliged under applicable law to provide these facilities at TELRIC rates, as opposed to tariffed rates, and so objects to Section 2.1.1.3.</i> New § 2.1.2 expressly provides for SIP-based interconnection. <i>Verizon does not believe that it is or can be required to exchange traffic in SIP format.</i>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, § 2.2 ISSUE 4: INTER- CONNECTION RIGHTS	2.2 Trunk Types	2.2 Trunk Types <u>and Administration</u>	<p>Bright House Comment:</p> <p>This section deals with administration, as well as trunk “types.” Bright House had originally proposed to establish a separate section for trunk administration, moving some material from Section 2.2 to the new section. Verizon stated that it preferred keeping the basic structure of its template unchanged. This change in the heading reflects part of our attempt to accommodate Verizon’s preference.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Interconnection § 2.2.1.1 ISSUE 4: INTER- CONNECTION RIGHTS	2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic and, Measured Internet Traffic, all in accordance with Sections 5 through 8 this Attachment	2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic and , Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment	<p>Bright House Comment:</p> <p>See below § 2.2.1.4. Bright House suggests that inbound tandem transit traffic be routed on separate trunks to facilitate billing.</p> <p><i>Verizon believes that it is unnecessary to separately trunk transit traffic to facilitate billing, and that other arrangements, such as billing factors and the use of CIC and OCN information, is sufficient.</i></p>
Interconnection § 2.2.1.2 ISSUE 4: INTER- CONNECTION RIGHTS ISSUE 6: FAIR BUSINESS TERMS	2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between ***CLEC Acronym TE*** Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem in accordance with Sections 9 through 11 of this Attachment; and	2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between {CLEC’s} a Party’s End User Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem in accordance with Sections 9 through 11 of this Attachment; and	<p>Bright House Comment:</p> <p>Bright House or Verizon are both in a position to offer tandem switching/transport service to third party IXCs. This is “Meet Point Billing” traffic; see Glossary, § 2.82 and Interconnection Attachment, § 10. The new reference to End User deals with the issue of interconnected VoIP service.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition. As Bright House understands it, Verizon agrees in principle that Bright House should be able to provide the equivalent of tandem transport service to IXCs in a meet point billing arrangement, but is unsure of what language would be required to accomplish that result.</i></p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection § 2.2.1.4 ISSUE 4: INTER- CONNECTION RIGHTS	[no Verizon language]	<u>2.2.1.4 A trunk group for Tandem Transit Traffic inbound from Verizon to Bright House</u>	Bright House Comment: Bright House's ability to properly bill tandem traffic will be enhanced by having it separate on its own trunk group. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i> See comments to Interconnection, § 2.2.1.1
Interconnection § 2.2.2 ISSUE 4: INTER- CONNECTION RIGHTS	2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E-911 Trunks) or in other separate agreements between the Parties (e.g., directory assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic).	2.2.2 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). <u>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.</u>	Bright House Comment: There may be other traffic types than identified above whose technical or billing characteristics make separate trunking logical. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection § 2.2.3 ISSUE 4: INTER- CONNECTION RIGHTS	2.2.3 In accordance with the terms of this Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).	2.2.3 In accordance with the terms of this Agreement, <u>as Bright House may elect</u> , 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).	Bright House Comment: Under Applicable Law, Bright House may determine whether interconnection trunks are one-way or two-way. <i>Local Competition Order</i> at ¶ 219. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, § 2.2.4 ISSUE 4: INTER-CONNECTION RIGHTS	***CLEC Acronym TE*** shall establish, at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Verizon Tandem in a LATA with a subtending End Office(s) to which ***CLEC Acronym TE*** originates calls for Verizon to terminate.	<u>[CLEC] The Parties</u> 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 <u>[CLEC] Bright House</u> originates calls for Verizon to terminate <u>or from which Verizon originates calls for Bright House to terminate.</u>	<u>Bright House Comment:</u> 1. Each trunk has two ends; both parties must participate in (and have the obligation to participate in) establishing trunks. 2. In practical terms it is unlikely that there will be Verizon tandems in which traffic is not flowing in rough balance in both directions; but the need to establish trunks is not dependent on which direction the calls flow. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 2.2.5 ISSUE 4: INTER-CONNECTION RIGHTS	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; (b) 200,000 minutes of use for a single month; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month: (i) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing 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, ***CLEC Acronym TE*** 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.	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 <u>at any time; for three (3) consecutive months;</u> (b) 200,000 minutes of use for <u>a single month three consecutive months;</u> and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for <u>a single month three consecutive months;</u> (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, <u>working with the other Party as necessary,</u> between the Verizon End Office and the POI; or, (ii) if Two-Way Interconnection Trunks are used, <u>[CLEC] Bright House</u> 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.	<u>Bright House Comment:</u> While in general Bright House does not oppose establishing separate trunk groups between its network and individual Verizon end offices, we believe that more common practice is to view three consecutive months of exceeding an agreed-to traffic threshold as the trigger for doing so. <i>Verizon is very concerned about tandem exhaust and therefore believes it is appropriate to require the establishment of direct end office trunks more quickly.</i> As Bright House understands it, the parties agree to the "working with other parties" language.
Interconnection, § 2.2.7 ISSUE 4: INTER-CONNECTION RIGHTS	[no corresponding language]	<u>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.</u>	<u>Bright House Comment:</u> Based on negotiations with Verizon, Bright House believes that this language is agreed to. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, § 2.2.8 ISSUE 4: INTER-CONNECTION RIGHTS	[new provision, replacing various Verizon language regarding forecasting]	<p><u>2.2.8 Trunk Forecasts</u></p> <p><u>The Parties acknowledge that as of the Effective Date they are routinely sending in excess of one hundred million (100,000,000) minutes of traffic per month to each other. As long as the volume of traffic each Party sends to the other Party exceeds one hundred million (100,000,000) minutes per month and has exceeded that level for three (3) consecutive months, 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 one hundred million (100,000,000) minutes per month, 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.</u></p>	<p><u>Bright House Comment:</u></p> <p>Verizon and Bright House are both very large carriers in the Tampa Bay area – large enough that normal, small fluctuations in volume do not affect overall traffic trends and, therefore, the need for trunking. Each party is capable of monitoring, and in good network administration, must monitor, those trends. If over time the volume of traffic exchanged between the parties falls below a high threshold, then different forecasting obligations might be appropriate.</p> <p>Verizon has not seen this specific language, but, Bright House believes that this approach was agreed to "in principle" during negotiations.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Interconnection, § 2.2.9 ISSUE 4: INTER-CONNECTION RIGHTS	[new provision]	<p><u>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.</u></p>	<p><u>Bright House Comment:</u></p> <p>Based on negotiations, Bright House believes that this language, except for the last sentence is acceptable to Verizon. With respect to the last sentence (no charges for trunks), and noted in connection with Section 2.3.2, below, all trunks have two ends and so the costs are symmetrical. Also, trunks are used in the transport and termination of traffic, and so any charging would necessarily be symmetrical under 47 U.S.C. § 251(b)(5). Therefore, no recurring or nonrecurring charges for trunks or trunk groups are appropriate.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, § 2.3.1 ISSUE 4: INTER-CONNECTION RIGHTS	<p>2.3 One-Way Interconnection Trunks</p> <p>2.3.1 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from ***CLEC Acronym TE*** to Verizon, ***CLEC Acronym TE***, at ***CLEC Acronym TE***'s own expense, shall:</p> <p>2.3.1.1 provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or</p> <p>2.3.1.2 obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third party, or, (b) if Verizon offers such transport pursuant to a Verizon access Tariff, from Verizon.</p>	<p>2.3 One-Way Interconnection Trunks</p> <p>2.3.1 <u>[Intentionally left blank]</u></p> <p>2.3.1.1 <u>[Intentionally left blank]</u></p> <p>2.3.1.2 <u>[Intentionally left blank]</u></p>	<p>Bright House Comment:</p> <p>Our proposed addition of §§ 2.1.1.1 and 2.1.1.2 makes these provisions unnecessary. We believe that Verizon agrees to this change (including the additions noted above).</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Interconnection, § 2.3.2 ISSUE 1: NEED DEFINITIVE ICA ISSUE 4: INTER-CONNECTION RIGHTS	<p>2.3.2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from ***CLEC Acronym TE*** to Verizon with a utilization level of less than sixty percent (60%) for final trunk groups and eighty-five percent (85%) for high usage trunk groups, unless the Parties agree otherwise, ***CLEC Acronym TE*** will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for all final trunk groups and eighty-five percent (85%) for all high usage trunk groups. In the event ***CLEC Acronym TE*** fails to submit an ASR to disconnect One-Way Interconnection Trunks as required by this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and ***CLEC Acronym TE*** shall pay) for the excess Interconnection Trunks at the rates set forth in the Pricing Attachment.</p>	<p>2.3.2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from [CLEC] <u>one Party</u> to the Verizon <u>other Party</u> with a utilization level of less than sixty percent (60%) for final trunk groups and eighty-five percent (85%) for high usage trunk groups, unless the Parties agree otherwise, [CLEC] <u>the Party with administrative responsibility for the trunk group</u> will promptly submit ASRs to the <u>other Party</u> to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for all final trunk groups and eighty-five percent (85%) for all high usage trunk groups. In the event [CLEC] If the Party with administrative responsibility for the trunk group fails to submit an ASR to disconnect One-Way Interconnection Trunks as required by this section, <u>Verizon then, on no less than thirty (30) days written notice, the other Party</u> may disconnect the excess Interconnection Trunks. or bill (and ***CLEC Acronym TE*** shall pay) for the excess Interconnection Trunks at the rates set forth in the Pricing Attachment.</p>	<p>Bright House Comment:</p> <p>We believe there is no dispute that the administrative responsibility for one-way trunk groups lies with the originating party. See new § 2.2.7.</p> <p>Bright House does not believe that charging for trunks is appropriate because every trunk has two ends and so the costs of trunks are necessarily symmetrical. It is therefore inappropriate to suggest that if a party fails to take down underutilized trunks as required by its administrative duties that a charge is appropriate; the other party can fully protect itself by simply disconnecting the trunks (after appropriate notice).</p> <p><i>Verizon believes that it is appropriate to permit Verizon to impose charges on a CLEC that fails to disconnect trunks as required by its administrative responsibilities.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, § 2.3.3 ISSUE 4: INTER-CONNECTION RIGHTS	2.3.3 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Verizon to ***CLEC Acronym TE***, Verizon, at Verizon's own expense, shall provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA	2.3.3. <u>[Intentionally left blank]</u>	Bright House Comment: This is redundant in light of the agreed-to language now included as §§ 2.1.1.1 and 2.1.1.2. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, §§ 2.4.1 & 2.4.2 ISSUE 4: INTER-CONNECTION RIGHTS	2.4 Two-Way Interconnection Trunks. 2.4.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and ***CLEC Acronym TE***, ***CLEC Acronym TE***, at its own expense, shall: 2.4.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or 2.4.1.2 obtain transport to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third party, or, (b) if Verizon offers such transport pursuant to a Verizon access Tariff, from Verizon. 2.4.2 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and ***CLEC Acronym TE***, Verizon, at its own expense, shall provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.	2.4 Two-Way Interconnection Trunks. 2.4.1 <u>[Intentionally left blank]</u> 2.4.1.1 <u>[Intentionally left blank]</u> 2.4.1.2 <u>[Intentionally left blank]</u> 2.4.2 <u>[Intentionally left blank]</u>	Bright House Comment: This material is redundant in light of the agreed-to language now included as §§ 2.1.1.1 and 2.1.1.2. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 2.4.4 ISSUE 4: INTER-CONNECTION RIGHTS	2.4.4 On a semi-annual basis, ***CLEC Acronym TE*** shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Interconnection Trunks that ***CLEC Acronym TE*** anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between ***CLEC Acronym TE*** and Verizon. ***CLEC Acronym TE***'s trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.	2.4.4 <u>[Intentionally left blank]</u>	Bright House Comment: This provision is no longer needed in light of new § 2.2.8. We believe that Verizon agrees in principle with this proposal. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection § 2.4.6 ISSUE 4: INTER-CONNECTION RIGHTS	2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available	2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties shall agree to utilize, <u>at Bright House's option</u> , B8ZS and Extended Super Frame (ESF) <u>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, DS4 facilities, where available</u>	<u>Bright House Comment:</u> Physical interconnection facilities should be DS3 or above, at Bright House's option, and, for DS3, either fiber or copper at Bright House's option. All of these are completely technical feasible arrangements so there is no reason not to expressly provide for them. <i>Verizon does not agree that it should be required to interconnect above the DS1 level. Its current network switches only have DS1-level trunk ports and it cannot be required to modify or upgrade its network to accommodate an interconnector.</i>
Interconnection, § 2.4.7	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	[No specific alternative language]	<u>Bright House Comment:</u> Bright House has asked Verizon whether the "economic Centum Call Seconds ... equal to 5" is an appropriate measure in this context. <i>Verizon has agreed to inquire of its engineers and to provide a response to this question.</i>
Interconnection, § 2.4.10 ISSUE 1: NEED DEFINITIVE ICA ISSUE 4: INTER-CONNECTION RIGHTS	2.4.10 ***CLEC Acronym TE*** shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. ***CLEC Acronym TE*** shall order Two-Way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. ***CLEC Acronym TE*** shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.	{CLEC} <u>Bright House</u> 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. {CLEC} <u>shall order Bright House shall have administrative responsibility for establishing Two-Way Interconnection Trunks 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. -within Verizon's activity in establishing, adding trunks to, or removing trunks from such trunk groups shall be consistent with</u> Verizon's effective standard intervals or negotiated intervals, as appropriate. {CLEC} <u>shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.</u>	<u>Bright House Comment:</u> As discussed above, it is inappropriate to refer to the trunk establishment process as "ordering." Bright House believes that this language is acceptable to Verizon. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, § 2.4.11 ISSUE 4: INTER-CONNECTION RIGHTS	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 Interconnection Trunk group and ***CLEC Acronym TE*** has not notified Verizon that it has corrected such blocking, Verizon may submit to ***CLEC Acronym TE*** a Trunk Group Service Request directing ***CLEC Acronym TE*** to remedy the blocking. Upon receipt of a Trunk Group Service Request, ***CLEC Acronym TE*** 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 five (5) Business Days.	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 Interconnection Trunk group and [CLEC] Bright House has not notified Verizon that it has corrected such blocking, Verizon may submit to [CLEC] Bright House a Trunk Group Service Request directing [CLEC] Bright House to remedy the blocking. Upon receipt of a Trunk Group Service Request, [CLEC] 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 <u>a commercially reasonable time, five (5) Business Days</u>	<u>Bright House Comment:</u> Our original proposal was to delete this section. In light of other changes we no longer insist on deletion. The only substantive change required is in the last sentence, since five business days may not be the appropriate time interval. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 2.4.12 ISSUE 4: INTER-CONNECTION RIGHTS	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. ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event ***CLEC Acronym TE*** fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and ***CLEC Acronym TE*** shall pay) for the excess Interconnection Trunks at the applicable Verizon rates.	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 [CLEC] 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 [CLEC] 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 [CLEC] fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may, <u>on no less than thirty (30) days written notice to the other Party</u> , disconnect the excess Interconnection Trunks, <u>or bill (and [CLEC] shall pay) for the excess Interconnection Trunks at the applicable Verizon rates.</u>	<u>Bright House Comment:</u> We believe there is no dispute that the administrative responsibility for one-way trunk groups lies with Bright House. See new § 2.2.7. Bright House does not believe that charging for trunks is appropriate because every trunk has two ends and so the costs of trunks are necessarily symmetrical. It is therefore inappropriate to suggest that if a party fails to take down underutilized trunks as required by its administrative duties that a charge is appropriate; the other party can fully protect itself by simply disconnecting the trunks (after appropriate notice). <i>Verizon believes that it is appropriate to permit Verizon to impose charges on a CLEC that fails to disconnect trunks as required by its administrative responsibilities.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, § 2.4.13 ISSUE 6: FAIR BUSINESS TERMS	2.4.13 Because Verizon will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and ***CLEC 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.	2.4.13 <u>[Intentionally left blank]</u>	<p>Bright House Comment:</p> <p>While Bright House has agreed to take administrative responsibility for two-way trunk groups, Verizon will be involved and should be, since of necessity two-way trunks involve traffic both to and from its own network. There is no reason to exempt Verizon's performance regarding two-way trunks from any applicable performance plan.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, § 3.1.1 ISSUE 4: INTER- CONNECTION RIGHTS	<p>3.1 Fiber Meet Arrangement Provisions</p> <p>3.1.1 Each Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party if each of the following conditions has been met: (a) the Parties have consistently been exchanging an amount of applicable traffic (as set forth in Section 3.1.3 below) in the relevant exchanges equal to at least one (1) DS-3 and (b) neither ***CLEC Acronym TE*** nor any of ***CLEC Acronym TE***'s affiliates has an overdue balance on any bill rendered to ***CLEC Acronym TE*** or ***CLEC Acronym TE***'s affiliates for charges that are not subject to a good faith dispute. Any such Fiber Meet arrangement shall be subject to the terms of this Agreement. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augment and on any other technical specifications or requirements necessary to implement the Fiber Meet arrangement. For each Fiber Meet arrangement the Parties agree to implement, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A to Section 3 of the Interconnection Attachment Fiber Meet Arrangement Provisions. Each such document will be treated as Confidential Information.</p>	<p>3.1 Fiber Meet Arrangement Provisions</p> <p>3.1.1 Each Party may A Fiber Meet arrangement shall be established at the request of Bright House, and may be established at the request of Verizon, upon a Fiber Meet arrangement by providing written notice thereof to the other Party, if each of the following conditions has been met: (a) the Parties have consistently been exchanging an amount of applicable traffic (as set forth in Section 3.1.1 below) in the relevant exchanges equal to at least one (1) DS-3, and (b) neither [CLEC] nor any of [CLEC]'s affiliates has an overdue balance on any bill rendered to [CLEC] or [CLEC]'s affiliates for charges that are not subject to a good faith dispute. Any such Fiber Meet arrangement shall be subject to the terms of this Agreement. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement, 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, 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.</p>	<p>Bright House Comment:</p> <p>First, the agreement should reflect that Bright House has the right to require a fiber meet arrangement if traffic volumes are adequate (which they are).</p> <p>Second, the provision about overdue bills is gratuitous. If some extraneous billing problem provides a reasonable basis for refusing to agree to a fiber meet arrangement, then Verizon can refuse to agree to it (see below); otherwise, not.</p> <p>Third, each party's agreement on the details of establishing a fiber meet arrangements must not be unreasonably delayed, etc.</p> <p>Fourth, the agreement should clearly state that if disputes about fiber meets arise, the normal dispute resolution provisions (including recourse to the Commission if need be) are available.</p> <p><i>Verizon is willing to establish fiber meets, but if the parties cannot agree a Section 252 9-month negotiation/arbitration process should be initiated. Verizon stated that the language regarding bills from or to affiliates was meant to be limited to bills due under the interconnection agreement.</i></p>

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Interconnection, § 3.1.2 ISSUE 4: INTER- CONNECTION RIGHTS	3.1.2 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. Except as otherwise agreed by the Parties, any and all Fiber Meet points established between the Parties shall extend no further than three (3) miles from an applicable Verizon Tandem or End Office and Verizon shall not be required to construct or deploy more than five hundred (500) feet of fiber cable for a Fiber Meet arrangement	3.1.2 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. Except as otherwise agreed by the Parties, any and all Fiber Meet points established between the Parties shall extend no further than three (3) miles from an applicable Verizon Tandem or End Office and Verizon shall not be required to construct or deploy more than <u>two thousand five hundred (2500)</u> feet of fiber cable for a Fiber Meet arrangement.	<u>Bright House Comment:</u> The cost to use already-deployed fiber is very low and essentially distance-insensitive. Therefore it really makes no practical difference how far away from an applicable Verizon central office the meet point might be; the only relevant consideration is how much the parties have to actually build out from wherever their existing facilities might be, to the meet point. On that point, 2,500 feet is about ½ mile. It does not seem unreasonable to expect Verizon to extend fiber ½ mile from existing facilities to establish a meet point, particularly where, as with Verizon and Bright House, very large amounts of traffic are flowing from Verizon's customers to Bright House's customers. <i>Verizon seeks to minimize and limit the amount of construction it is required to undertake to establish a fiber meet. Most available fiber is close to its central offices and the three-mile limitation is therefore reasonable.</i>
Interconnection, § 3.1.3 ISSUE 4: INTER- CONNECTION RIGHTS	3.1.3 A Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of only the following traffic types (over the Interconnection Trunks): 3.1.3.1 Reciprocal Compensation Traffic between the Parties' respective Telephone Exchange Service Customers; 3.1.3.2 Translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic between the Parties' respective Telephone Exchange Service Customers; 3.1.3.4 IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers; 3.1.3.5 Tandem Transit Traffic; and 3.1.3.6 Measured Internet Traffic. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic	3.1.3 A Fiber Meet arrangement established under this Agreement may be used for the transmission and routing (over the Interconnection Trunks) of <u>any traffic that they may lawfully exchange under Applicable Law.</u> only the following traffic types (over the Interconnection Trunks): 3.1.3.1 Reciprocal Compensation Traffic between the Parties' respective Telephone Exchange Service Customers; 3.1.3.2 Translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic between the Parties' respective Telephone Exchange Service Customers; 3.1.3.4 IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers; 3.1.3.5 Tandem Transit Traffic; and	<u>Bright House Comment:</u> 1. Once a high-capacity fiber meet point is established, it is senseless, from a technical perspective, to declare that certain types of traffic must be physically routed over other facilities. The FCC has specifically found that ILECs may not impose such needless inefficiencies on CLECs. <i>Local Competition Order</i> at ¶ 995; 47 C.F.R. § 51.100(b). 2. To the extent that particular types of traffic have particular intercarrier compensation obligations associated with them, that can be dealt with in the provisions relating to particular types of traffic. See also new § 3.1.4, below. 3. To the extent that the proper routing of particular types of traffic calls for segregating any such traffic on separate trunk groups, Bright House will work with Verizon to accomplish that segregation. 4. Once a fiber-meet point is established, it is neither necessary nor appropriate to impose charges for using it. This does not

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	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.	3.1.3.6 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.	limit a party's ability to impose appropriate per-minute charges (e.g., reciprocal compensation or access) based on the type of traffic exchanged. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 3.1.4 ISSUE 1: NEED DEFINITIVE ICA ISSUE 4: INTER-CONNECTION RIGHTS	3.1.4 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 trunk types: 3.1.4.1 Operator services traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to an operator services provider over operator services trunks; 3.1.4.2 Directory assistance traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to a directory	3.1.4 <u>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.</u> <u>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:</u>	Bright House Comment: The first part of Verizon's version is unnecessary in light of Bright House's changes to § 3.1.3. See above. Once the fiber meet point is established there should be no facilities charges for it from one party to the other, whether tariffed or otherwise. Whatever per-minute compensation properly applies to any particular type of traffic the parties exchange, should of course be applied. <i>Verizon will provide its response to these proposals in its</i>

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	<p>assistance provider over directory assistance trunks;</p> <p>3.1.4.3 911 traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to 911/E-911 Tandem Office(s)/Selective Router(s) over 911 trunks; and</p> <p>3.1.4.4 Jointly-provided Switched Exchange Access Service traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between ***CLEC 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.</p> <p>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.</p>	<p>3.1.4.1 Operator services traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to an operator services provider over operator services trunks;</p> <p>3.1.4.2 Directory assistance traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to a directory assistance provider over directory assistance trunks;</p> <p>3.1.4.3 911 traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to 911/E-911 Tandem Office(s)/Selective Router(s) over 911 trunks; and</p> <p>3.1.4.4 Jointly-provided Switched Exchange Access Service traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between ***CLEC 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.</p> <p>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.</p>	<p><i>response to the arbitration petition.</i></p>
Interconnection, § 3.1.5 ISSUE 4: INTER-CONNECTION RIGHTS	<p>3.1.5 ***CLEC Acronym TE*** will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to Verizon under the Agreement.</p>	<p>3.1.5 {CLEC} <u>Each Party</u> will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to Verizon <u>the other Party</u> under the Agreement.</p>	<p><u>Bright House Comment:</u></p> <p>Given the scope and nature of the traffic exchanged between the parties, Bright House has proposed that forecasting obligations should be mutual. See § 2.2.8, above.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Interconnection, § 3.1.2 (new) ISSUE 4: INTER- CONNECTION RIGHTS	[no existing Verizon language]	<p>3.2 SIP-Based Interconnection</p> <p><u>(a) At Bright House's option, Bright House and Verizon shall interconnect their networks using SIP format and signaling arrangements.</u></p> <p><u>(b) SIP interconnection shall be provided by means of fiber or copper-based physical interconnection facilities, at Bright House's option.</u></p> <p><u>(c) The minimum data rate for SIP interconnection shall be 100 Megabits per second, in Ethernet format.</u></p> <p><u>(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.</u></p> <p><u>(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.</u></p> <p><u>(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.</u></p>	<p>Bright House Comment:</p> <p>SIP-based interconnection is in many respects more efficient than TDM-based interconnection. It is plainly technically feasible in that (a) Bright House is already using it with certain 3rd party carriers and (b) our understanding is that Verizon provides SIP-based interconnection directly to certain VOIP service providers. There is therefore no reason not to provide for it as an interconnection option in this Agreement.</p> <p><i>Verizon does not believe that it can be required to exchange traffic in SIP format and is not willing to agree to do so in an ICA. Verizon therefore objects to this provision.</i></p>

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Interconnection, § 4.1 ISSUE 4: INTER-CONNECTION RIGHTS	4.1 If ***CLEC Acronym TE*** determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, ***CLEC Acronym TE*** shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement	4.1 If [CLEC] <u>Bright House</u> determines to offer Telephone Exchange Services <u>and/or Exchange Access</u> and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, [CLEC] <u>Bright House</u> shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.	<u>Bright House Comment:</u> Bright House is entitled to interconnection under § 251(c)(2) if it offers either telephone exchange service or exchange access. Bright House believes that Verizon will find this language acceptable, based on negotiations. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 4.2 ISSUE 4: INTER-CONNECTION RIGHTS	4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA in accordance with this Agreement; (c) ***CLEC Acronym TE***'s intended Interconnection activation date; (d) a forecast of ***CLEC Acronym TE***'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.	4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA in accordance with this Agreement <u>(including, in accordance with the terms of this Agreement, a designation of a Fiber Meet arrangement as a means of interconnection)</u> ; technically feasible Point(s) of interconnection on Verizon's network to be established in the relevant LATA in accordance with this Agreement (c) [CLEC's] <u>Bright House's</u> intended Interconnection activation date; (d) a forecast of [CLEC's] <u>Bright House's</u> 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.	<u>Bright House Comment:</u> These are conforming changes, except that Bright House wants to be clear that it can initiate interconnection in a LATA with a fiber meet. This is reasonable given Bright House's track record in market penetration and traffic growth. There is no point in requiring Bright House to start with a lower-capacity interconnection facility and then duplicating effort by replacing it with a fiber meet. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 5 ISSUE 4: INTER-CONNECTION RIGHTS	5. Transmission and Routing of Telephone Exchange Service Traffic	5. Transmission and Routing of Telephone Exchange Service Traffic	<u>Bright House Comment:</u> The transmission and routing of traffic addressed by this section is not limited to Telephone Exchange Service traffic. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Interconnection § 5.2.1 ISSUE 4: INTER-CONNECTION RIGHTS	5.2.1 For both One-Way and Two-Way Interconnection Trunks, if ***CLEC Acronym TE*** wishes to use a technically feasible interface other than a DS1 or a DS3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.	5.2.1 For both One-Way and Two-Way Interconnection Trunks, if {CLEC} <u>Bright House elects to establish an OC-level or SIP</u> wishes to use a technically feasible interface other than a DS1 or a DS3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates <u>(if applicable)</u> and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates <u>(if applicable)</u> and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.	<u>Bright House Comment:</u> This change clarifies that DS1 and DS3 arrangements should not be controversial, and only OC-level or SIP arrangements might call for special negotiations. Since all interconnection arrangements will be mutual (the same on both sides of the POI) there is no reason to suggest that either Party will charge the other for establishing such arrangements. The "if applicable" language allows for an unusual situation in which charging might be appropriate. <i>Verizon does not believe that it is required to accommodate interconnection above the DS1 level.</i>
Interconnection § 5.2.2 ISSUE 1: NEED DEFINITIVE ICA	5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if ***CLEC Acronym TE*** orders the multiplexed DS3 facilities to a Verizon Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.	5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if {CLEC} <u>Bright House</u> orders the multiplexed DS3 facilities to a Verizon Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates <u>(if applicable)</u> and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates <u>(if applicable)</u> and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.	<u>Bright House Comment:</u> Since all interconnection arrangements will be mutual (the same on both sides of the POI) there is no reason to suggest that either Party will charge the other for establishing such arrangements. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 5.2.4 ISSUE 4: INTER-CONNECTION RIGHTS	5.2.4 For multi-frequency (MF) signaling each Party will out pulse ten (10) digits to the other Party, unless the Parties mutually agree otherwise.	5.2.4 <u>[Intentionally left blank]</u>	<u>Bright House Comment:</u> The parties will use SS7, not MF. The possibility of a technical limitation requiring MF is addressed in § 5.4, below. <i>Verizon, we believe, agrees with this change.</i>

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Interconnection, § 5.4 ISSUE 4: INTER-CONNECTION RIGHTS	5.4 Signaling Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions of this Agreement and any applicable Tariff.	5.4 Signaling <u>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.</u> Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic. in accordance with the provisions of this Agreement and any applicable Tariff. <u>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.</u>	<u>Bright House Comment:</u> 1. This section, dealing with signaling, is where to deal with MF versus SS7 issues. <i>Verizon, we believe, agrees with this change.</i> 2. The obligation to make signaling data available (including access to appropriate databases) is not conditioned on any Tariff provisions. <i>Verizon disagrees with the change because its position is that tariffs can and should be incorporated by reference into the ICA.</i> 3. The language regarding the JIP was misplaced, in Section 15 of the Interconnection Attachment. It belongs here, under "signaling". <i>Verizon, we believe, agrees with this change.</i>
Interconnection, § 6.1.1 ISSUE 1: NEED DEFINITIVE ICA	6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Orders.	6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Orders.	<u>Bright House Comment:</u> The parties agree that all reciprocal compensation traffic (which includes Internet traffic) will be exchanged at \$0.0007. The contract should not and need not refer to external documents (tariffs or FCC orders) for pricing. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 6.2 ISSUE 1: NEED DEFINITIVE ICA ISSUE 4: INTER-CONNECTION RIGHTS	6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by	6.2 At such time as a receiving Party has <u>As of the Effective Date of this Agreement, both Parties have</u> the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic) such 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	<u>Bright House Comment:</u> 1. Both parties are capable of sending and tracking CPN. <i>Bright House believes that Verizon agrees with this change.</i> 2. The change in language regarding tariffs is intended to clarify that we are looking to the tariff to establish a methodology, not applying the tariff, literally, to traffic exchanged under the agreement.

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	<p>the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the April 18, 2001 FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the April 18, 2001 FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the April 18, 2001 FCC Internet Order for rebutting such presumption before the Commission), as modified by the November 5, 2008 FCC Internet Order and other applicable FCC orders and FCC Regulations.</p>	<p>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 <u>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.</u> Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of <u>For purposes of this Agreement, and pursuant to the "mirroring rule" established by the FCC in 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 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.</u></p>	<p><i>Verizon believes that tariffs may be incorporated into the ICA so disagrees with this change.</i></p> <p>The parties agree that reciprocal compensation traffic, including Internet traffic, will be exchanged at \$0.0007. Bright House believes that this rate should be stated in the Pricing Appendix or Attachment A thereto. We do not understand Verizon to disagree, in principle.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Interconnection, § 6.3 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per Calendar Year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.	6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits 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.	<u>Bright House Comment:</u> Following negotiations, we believe that the parties are in agreement on this change. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, §6.5 ISSUE 4: INTER-CONNECTION RIGHTS	6.5 If and, to the extent that, a ***CLEC Acronym TE*** Customer receives V/FX Traffic, ***CLEC Acronym TE*** shall promptly provide notice thereof to Verizon (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Verizon Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Verizon's Customers to such ***CLEC Acronym TE*** Customers.	6.5 Each Party represents that the amount of FX and/or V/FX arrangements provided by such Party to End Users and Customers, and the amount of traffic originating with or bound for such arrangements, is not material in light of the volume of traffic exchanged between the Parties. In light of that mutual representation, the Parties agree that all traffic they exchange will be classified and rated based on the CPN or equivalent information sent in connection with the traffic, as provided for in, and subject to, Section 6.1, above. If and, to the extent that, a ***CLEC Acronym TE*** Customer receives V/FX Traffic, ***CLEC Acronym TE*** shall promptly provide notice thereof to Verizon (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Verizon Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Verizon's Customers to such ***CLEC Acronym TE*** Customers.	<u>Bright House Comment:</u> We generally understand Verizon's concerns regarding V/FX traffic. However, in fact Bright House's provision of V/FX service is immaterial; it indeed provides some customers "FX" service using V/FX arrangements, but no material amount of traffic is exchanged. As a result it is much more sensible to agree to simply rate such traffic based on CPN. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, §7.1 ISSUE 1: NEED DEFINITIVE ICA ISSUE 4: INTER-CONNECTION RIGHTS	7.1 Reciprocal Compensation The Parties shall exchange Reciprocal Compensation Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment; it being understood and agreed that Verizon shall charge (and ***CLEC Acronym TE*** shall pay	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 , in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment, it being understood and	<u>Bright House Comment:</u> 1. The parties have agreed to exchange traffic at the \$0.0007 rate, and agreed that that rate is inclusive of all transport and termination charges that would otherwise apply. <i>Bright House understands that Verizon agrees with these changes in principle. Verizon has not seen the specific language that Bright House is proposing to implement that agreement in principle.</i>

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	<p>Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic ***CLEC Acronym TE*** physically delivers to a POI at the Verizon Interconnection Wire Center in which the terminating Verizon End Office is located, and otherwise that Verizon shall charge (***CLEC 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 also being understood and agreed that ***CLEC Acronym TE*** shall charge (and Verizon shall pay ***CLEC Acronym TE*** the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Verizon delivers to ***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. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the technically feasible Point(s) of Interconnection on Verizon's network in a LATA to its Customer; provided, however, for the avoidance of any doubt, ***CLEC Acronym TE*** shall also pay Verizon, at the rates set forth in the Pricing Attachment, for any multiplexing, cross connects or other collocation related Services that ***CLEC Acronym TE*** obtains from Verizon. When Toll Traffic is delivered over the same Interconnection Trunks as Reciprocal Compensation Traffic, any port, transport or other applicable access charges related to the delivery of Toll Traffic from the technically feasible Point of Interconnection on Verizon's network in a LATA to the terminating Party's Customer shall be prorated so as to apply only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.</p>	<p>agreed that Verizon shall charge (and [CLEC] shall pay Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic that [CLEC] physically delivers to a POI at the Verizon Interconnection Wire Center in which the terminating Verizon End Office is located, and otherwise that Verizon shall charge ([CLEC] shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic [CLEC] delivers to Verizon; it also being understood and agreed that [CLEC] shall charge (and Verizon shall pay [CLEC]) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Verizon delivers to [CLEC]. 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], or delivered by [CLEC] for termination by Verizon.</p> <p>No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the technically feasible Point(s) of Interconnection on Verizon's network in a LATA to its Customer; provided, however, for the avoidance of any doubt, [CLEC] Bright House shall also pay Verizon, at the rates set forth in the Pricing Attachment, for any multiplexing, cross connects or other collocation related Services that [CLEC] Bright House obtains from Verizon, <u>including any cross-connects or multiplexing that Bright House obtains in connection with a collocation arrangement</u>. When Toll Traffic is delivered over the same Interconnection Trunks as Reciprocal Compensation Traffic, any port, transport or other applicable access charges related to the delivery of Toll Traffic from the technically feasible Point of Interconnection on Verizon's network in a LATA to the terminating Party's Customer shall be prorated so as to apply only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of</p> <p><u>The determination of whether traffic begins and ends in different local calling areas ("exchange areas") for</u></p>	<p>2. The change in language regarding charges for cross-connection and multiplexing is to ensure that they are imposed only in connection with collocation arrangements and not in connection with normal delivery of traffic for termination. Verizon can decide for itself whether it makes sense to multiplex traffic to/from an end office, etc. Bright House should not be charged for those functions.</p> <p><i>Verizon disagrees; it believes that it is entitled to charge for multiplexing, cross-connects, etc., in connection with interconnection arrangements established for the exchange of traffic, not only in connection with collocation arrangements.</i></p> <p>3. The change in language regarding application of pro-rated access charges is intended for clarification. Bright House agrees that where it sends Toll Traffic (as defined) to Verizon, Bright House owes per-minute terminating access charges with respect to that traffic. We do not agree that we owe separate or prorated facilities charges for Toll Traffic, especially where a fiber meet is established and direct trunking to end offices is used.</p> <p><i>Verizon asserts that not only should toll traffic be assessed the appropriate per-minute charges, but also that interconnection facilities, including meet points, should be pro-rated so that any monthly recurring charges applicable to tariffed access facilities would be charged, pro rata, even for interconnection facilities carrying some access traffic.</i></p> <p>4. The parties agree that the physical end points of a call govern its status as toll or local. Bright House believes that under applicable law (including Commission precedent in the Global NAPs case) the determination of traffic as toll or local depends on the originating carrier's local calling area structure.</p> <p><i>Verizon agrees that the physical end points of the call govern. Verizon asserts that the status of traffic as toll or local should be based on Verizon's local calling area structure.</i></p>

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		<u>purposes of its designation as Toll Traffic-Reciprocal Compensation</u> ; shall be based on the actual originating and terminating points of the complete end-to-end communication.	
Interconnection, § 7.2 ISSUE 1: NEED DEFINITIVE ICA ISSUE 4: INTER-CONNECTION RIGHTS	7.2 Traffic Not Subject to Reciprocal Compensation [no introductory text]	7.2 Traffic Not Subject to Reciprocal Compensation <u>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:</u>	<u>Bright House Comment:</u> Under Applicable Law (notably the November 8 2008 Internet Order) reciprocal compensation is the "default" form of intercarrier compensation; it applies to everything not excluded by § 251(g). Even so, Bright House agrees that it makes sense to specify certain traffic that will not be treated as subject to reciprocal compensation under this Agreement, either because we agree that it is indeed excluded, or because it is not worth litigating about. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 7.2.1 ISSUE 1: NEED DEFINITIVE ICA ISSUE 4: INTER-CONNECTION RIGHTS	7.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic), Information Access, or exchange services for Exchange Access or Information Access.	7.2.1 Reciprocal Compensation shall not apply to Interstate or intrastate Exchange Access. (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic), Information Access, or exchange services for Exchange Access or Information Access.	<u>Bright House Comment:</u> It is not clear how this would actually come up. If a Party sends the other Party Toll Traffic, access charges apply; at least arguably this is "access traffic" as well as "toll traffic." If a Party sends the other Party a 3 rd -party IXC's traffic, that is meet point billing traffic, and reciprocal compensation does not apply. So, while the term is somewhat ambiguous, it appears reasonable to exclude exchange access traffic from reciprocal compensation. V/FX traffic is not Toll Traffic and is not Exchange Access. We have suggested that V/FX will be billed based on CPN. Similarly, the term "Information Access" is actually extremely ambiguous, even though it is drawn (by Verizon) from § 251(g). We know, for example, that it does <i>not</i> include dial-up calls to ISPs, since we know that those calls are subject to reciprocal compensation. In these circumstances, the better course is to limit the exclusion here to Exchange Access. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Interconnection, § 7.2.2 ISSUE 4: INTER- CONNECTION RIGHTS	7.2.2 Reciprocal Compensation shall not apply to Internet Traffic.	7.2.2 <u>[Intentionally left blank]</u>	<u>Bright House Comment:</u> Under the FCC's November 5, 2008 Internet Order, ISP-bound traffic, aka "Internet Traffic," expressly <i>is</i> subject to reciprocal compensation. Verizon's proposed language is directly inconsistent with Applicable Law. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 7.2.3 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	7.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.	7.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.	<u>Bright House Comment:</u> This is simply a formal change. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 7.2.4 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	7.2.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Scope Arrangement Traffic.	7.2.4 Reciprocal Compensation shall not apply to <u>Traffic originated by a Customer of a Party's</u> Optional Extended Local Calling Scope Arrangement.	<u>Bright House Comment:</u> This is a solely textual/conforming change. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 7.2.5 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	7.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.	7.2.5 Reciprocal Compensation shall not apply to Special access, private line, or any other traffic that is not switched by the terminating Party.	<u>Bright House Comment:</u> This is a solely textual/conforming change. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 7.2.6 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	7.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.	7.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.	<u>Bright House Comment:</u> This is a solely textual/conforming change. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Interconnection, § 7.2.7 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	7.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).	7.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).	<u>Bright House Comment:</u> This is a solely textual/conforming change. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 7.2.8 ISSUE 1: NEED DEFINITIVE ICA	7.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.	7.2.8 <u>Intentionally left blank</u>	<u>Bright House Comment:</u> This is redundant in light of the new introductory language Bright House has added under § 7.2. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 7.2.9 ISSUE 4: INTER- CONNECTION RIGHTS	7.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a ***CLEC Acronym TE*** Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, ***CLEC Acronym TE*** shall pay Verizon's originating access charges for all V/FX Traffic originated by a Verizon Customer, and ***CLEC Acronym TE*** shall pay Verizon's terminating access charges for all V/FX Traffic originated by a ***CLEC Acronym TE*** Customer.	7.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) shall be treated as provided for in Section 6.5 of this Interconnection Attachment. As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a [CLEC] Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, [CLEC] shall pay Verizon's originating access charges for all V/FX Traffic originated by a Verizon Customer, and [CLEC] shall pay Verizon's terminating access charges for all V/FX Traffic originated by a [CLEC] Customer.	<u>Bright House Comment:</u> Conforming change; see § 6.5, above. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 7.3 ISSUE 4: INTER- CONNECTION RIGHTS ISSUE 6: FAIR BUSINESS TERMS	7.3 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by ***CLEC Acronym TE*** to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to ***CLEC Acronym TE***.	7.3 <u>Intentionally left blank</u>	<u>Bright House Comment:</u> This provision is unnecessary in light of the parties' agreement to exchange traffic at \$0.0007. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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<p>Interconnection, § 8.1 ISSUE 1: NEED DEFINITIVE ICA</p> <p>ISSUE 4: INTER-CONNECTION RIGHTS</p>	<p>8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Orders and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Orders and other applicable FCC orders and FCC Regulations.</p>	<p>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/<u>Rulings</u>; 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/<u>Rulings</u>. <u>For the avoidance of doubt, the Parties agree and acknowledge that in the November 5, 2008 FCC Internet Order, the FCC ruled that Internet Traffic is subject to Section 251(b)(5) and is therefore subject to Reciprocal Compensation, subject, however, to the rate cap and mirroring rule reaffirmed by the FCC in that order.</u></p>	<p><u>Bright House Comment:</u></p> <p>To the extent that the agreement is going to call out Internet traffic for specific discussion, Bright House insists that the discussion be accurate. There is no question that under Applicable Law Internet Traffic is subject to reciprocal compensation under Section 251(b)(5), subject to the rate cap and mirroring rule established by the FCC.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
<p>Interconnection, § 8.2 ISSUE 1: NEED DEFINITIVE ICA</p> <p>ISSUE 4: INTER-CONNECTION RIGHTS</p>	<p>8.2 Subject to Section 8.1 of this Attachment, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.</p>	<p>8.1 <u>[Intentionally left blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>This provision is simultaneously ambiguous, redundant, and wrong. As noted above, it is not clear what "access traffic" the parties might exchange other than Toll Traffic and Meet Point Billing Traffic. The compensation for those is provided elsewhere. "Information Access" traffic is mainly ISP-bound, which the FCC has said is subject to reciprocal compensation. To the extent that Verizon is trying to replicate §251(g) it has misstated its application, because the <i>WorldCom v. FCC</i> court made clear that only traffic of types that was exchanged prior to the 1996 Act is excluded by that section; obviously the FCC's parallel regulations (47 C.F.R. § 51.701 et seq.) must be interpreted accordingly.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, § 8.3 ISSUE 4: INTER- CONNECTION RIGHTS	8.3 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***.	8.3 <u>[Intentionally left blank]</u>	Bright House Comment: This provision is unnecessary. Meet point billing arrangements cover any legitimate Verizon concern on this point. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 8.4 ISSUE 1: NEED DEFINITIVE ICA ISSUE 4: INTER- CONNECTION RIGHTS	8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.	8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic <u>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 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.</u>	Bright House Comment: Bright House is not aware of any traffic not covered by one or more provisions of the Agreement. If any such traffic exists, the better approach is to treat it as subject to bill and keep. Permitting open-ended debates about whether traffic is covered and the tariff-based consequences if it is not, is an invitation to disputes and difficulties in administering the agreement. If any such traffic becomes significant the Parties can negotiate an amendment to deal with it. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 8.5 ISSUE 4: INTER- CONNECTION RIGHTS	8.5 The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Verizon's network in a LATA in accordance with the FCC Internet Orders and other applicable FCC orders and FCC Regulations.	8.5 <u>[Intentionally left blank]</u>	Bright House Comment: This provision is completely unnecessary. It is redundant of other provisions and (erroneously) implies that Internet Traffic is not Reciprocal Compensation Traffic. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Interconnection, §9.1 ISSUE 2: WHOLESALE CLEC	<p>9.1 Scope of Traffic</p> <p>Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between ***CLEC Acronym TE*** Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where ***CLEC Acronym TE*** elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.</p>	<p>9.1 Scope of Traffic</p> <p>Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between CLEC <u>Telephone Exchange Service Customers</u> Bright House End Users and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where CLEC <u>Bright House</u> elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.</p>	<p><u>Bright House Comment:</u></p> <p>This is a conforming change, to reflect the fact that Bright House indirectly provides PSTN connectivity to VoIP end users.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Interconnection § 9.2.1 ISSUE 4: INTER-CONNECTION RIGHTS	<p>9.2.1 If ***CLEC Acronym TE*** chooses to subtend a Verizon access Tandem, ***CLEC Acronym TE***'s NPA/NXX must be assigned by ***CLEC Acronym TE*** to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.</p>	<p>9.2.1 If {CLEC} Bright House chooses to shall subtend <u>one or more</u> a Verizon access Tandems. CLEC <u>Bright House shall assign</u> NPA/NXXs must be assigned by to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.</p>	<p><u>Bright House Comment:</u></p> <p>Clarifies language and arrangements. Bright House believes that Verizon agrees to these proposals.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Interconnection, §9.2.2 ISSUE 6: FAIR BUSINESS TERMS	<p>9.2.2 ***CLEC Acronym TE*** shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from ***CLEC Acronym TE***'s Customers.</p>	<p>9.2.2 CLEC <u>Bright House and Verizon</u> shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs <u>between Bright House's network and the applicable POI(s)</u>, by which Bright House will provide <u>its portion of</u> Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from CLEC's <u>Bright House's</u> Customers.</p>	<p><u>Bright House Comment:</u></p> <ol style="list-style-type: none"> 1. Trunks are established jointly. Every trunk has two ends. 2. In the case of these trunks in particular, the "dividing line" has to be the POI, because Verizon, under meet point billing rules, will charge the IXC for the portion of transport it provides to the IXC, which will go from the IXC's POP to the POI with Bright House. <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, §9.2.3 ISSUE 6: FAIR BUSINESS TERMS	9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office ***CLEC Acronym TE*** 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.	9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. <u>For traffic where Verizon provides the tandem functionality in a Meet Point Billing arrangement</u> , such trunks shall connect the End Office [CLEC] Bright House utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA, <u>via the applicable POI(s)</u> , to the access Tandem(s) Verizon utilizes to provide Exchange Access in such LATA. <u>For traffic where Bright House provides the tandem functionality in a Meet Point Billing arrangement, such trunks shall connect from Bright House's switch to each applicable Verizon End Office.</u>	Bright House Comment: This language is to clarify the physical routing of the traffic in question, and to provide for the situation where Bright House is providing tandem functionality. <i>As Bright House understands its position, Verizon agrees that Bright House is entitled to compete with Verizon for the business of long distance carriers seeking to reach Verizon end offices, but apparently has some difficulty with Bright House's specific language. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 9.2.5 ISSUE 1: NEED DEFINITIVE ICA	[no corresponding Verizon language]	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.	Bright House Comment: In light of the position that Verizon has apparently taken in certain litigation, it is necessary to clearly specify that Verizon is not entitled to charge Bright House for the same facilities or services that Verizon is entitled to charge IXCs for, under meet point billing rules. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, §10.1 ISSUE 6: FAIR BUSINESS TERMS	10.1 ***CLEC Acronym TE*** and Verizon will establish MPB arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a Verizon access Tandem Switch in accordance with the MPB guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's applicable Tariffs. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Verizon.	10.1 [CLEC] <u>Bright House</u> 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, <u>or via the tandem functionality of Bright House's switch</u> , in accordance with the MPB guidelines contained in the OBF's MECAB and MECOD documents. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service where <u>a portion of</u> the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by <u>Verizon 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.</u>	<u>Bright House Comment:</u> 1. Either Party may be the one providing the tandem functionality in a meet point billing arrangement. 2. In such an arrangement, "transport" (used here in its sense as part of an access service, not as part of "transport and termination") runs from the IXC's POP to the terminating end office. In an MPB arrangement, it is likely that both Parties will provide some portion of the transport function. Specifically, the Party terminating the traffic will provide transport from the POI with the other Party, to its end office switch. <i>As Bright House understands its position, Verizon agrees that Bright House is entitled to compete with Verizon for the business of long distance carriers seeking to reach Verizon end offices, but apparently has some difficulty with Bright House's specific language. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 10.2 ISSUE 6: FAIR BUSINESS TERMS	10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable ***CLEC Acronym TE*** Routing Point/Verizon Serving Interconnection Wire Center combinations.	10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable [CLEC]-Routing Point/Verizon Serving Interconnection Wire Center combinations.	<u>Bright House Comment:</u> These changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement. <i>As Bright House understands its position, Verizon agrees that Bright House is entitled to compete with Verizon for the business of long distance carriers seeking to reach Verizon end offices, but apparently has some difficulty with Bright House's specific language. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, §10.3 ISSUE 6: FAIR BUSINESS TERMS	10.3 Interconnection for the MPB arrangement shall occur at each of the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.	10.3 Interconnection for the MPB arrangement shall occur at each of the Verizon access Tandems in the LATA <u>as to which Bright House has subtending exchanges, and at each Bright House switch in the LATA as to which Direct End Office Trunks to any Verizon End Office Switches has been established, unless otherwise agreed to by the Parties.</u>	Bright House Comment: These changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement. <i>As Bright House understands its position, Verizon agrees that Bright House is entitled to compete with Verizon for the business of long distance carriers seeking to reach Verizon end offices, but apparently has some difficulty with Bright House's specific language. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, §10.6 ISSUE 1: NEED DEFINITIVE ICA ISSUE 6: FAIR BUSINESS TERMS	10.6 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each ***CLEC Acronym TE*** Routing Point/Verizon Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the ***CLEC Acronym TE*** Routing Point and the Verizon Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment.	10.6 The rates to be billed by each Party <u>to the IXC</u> for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each {CLEC} Routing Point/ Verizon -Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the {CLEC} Routing Point and the Verizon Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment.	Bright House Comment: The first change is to clarify that the "billings" being talked about here are billings to the IXC, not to each other. The remaining changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement. <i>As Bright House understands its position, Verizon agrees that Bright House is entitled to compete with Verizon for the business of long distance carriers seeking to reach Verizon end offices, but apparently has some difficulty with Bright House's specific language. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, §10.7 ISSUE 6: FAIR BUSINESS TERMS	10.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Verizon Interconnection Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.	10.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Verizon -Interconnection Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.	Bright House Comment: This change is needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement. <i>As Bright House understands its position, Verizon agrees that Bright House is entitled to compete with Verizon for the business of long distance carriers seeking to reach Verizon end offices, but apparently has some difficulty with Bright House's specific language. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Interconnection, §10.8 ISSUE 6: FAIR BUSINESS TERMS	10.8 Verizon shall provide ***CLEC Acronym TE*** with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.	10.8 Verizon <u>The Party providing tandem functionality</u> shall provide [CLEC] 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.	<u>Bright House Comment:</u> These changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement. <i>As Bright House understands its position, Verizon agrees that Bright House is entitled to compete with Verizon for the business of long distance carriers seeking to reach Verizon end offices, but apparently has some difficulty with Bright House's specific language. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, §10.9 ISSUE 6: FAIR BUSINESS TERMS	10.9 ***CLEC Acronym TE*** shall provide Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.	10.9 [CLEC] <u>The Party providing end office functionality</u> shall provide Verizon 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.	<u>Bright House Comment:</u> These changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement. <i>As Bright House understands its position, Verizon agrees that Bright House is entitled to compete with Verizon for the business of long distance carriers seeking to reach Verizon end offices, but apparently has some difficulty with Bright House's specific language. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, §10.16 ISSUE 6: FAIR BUSINESS TERMS	10.16 In the event ***CLEC Acronym TE*** determines to offer Telephone Exchange Services in a LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable ***CLEC Acronym TE*** to sublend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where there are located ***CLEC Acronym TE*** Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed.	10.16 In the event [CLEC] <u>Bright House</u> determines to offer Telephone Exchange Services in a LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable [CLEC] <u>Bright House</u> to sublend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where there are located [CLEC] <u>Bright House</u> Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed. <u>Bright House shall provide reciprocal arrangements for Verizon.</u>	<u>Bright House Comment:</u> These changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement. <i>As Bright House understands its position, Verizon agrees that Bright House is entitled to compete with Verizon for the business of long distance carriers seeking to reach Verizon end offices, but apparently has some difficulty with Bright House's specific language. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Interconnection, §10.17 ISSUE 6: FAIR BUSINESS TERMS	<p>10.17 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Interconnection Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:</p> $a / (a + b) = \text{***CLEC Acronym TE*** Billing Percentage}$ <p>and</p> $b / (a + b) = \text{Verizon Billing Percentage}$ <p>where:</p> <p>a = the airline mileage between ***CLEC Acronym TE*** Routing Point and the actual point of interconnection for the MPB arrangement; and</p> <p>b = the airline mileage between the Verizon Serving Interconnection Wire Center and the actual point of interconnection for the MPB arrangement.</p>	<p>10.17 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Interconnection Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:</p> $a / (a + b) = \text{[CLEC] Bright House Billing Percentage}$ <p>and</p> $b / (a + b) = \text{Verizon Billing Percentage}$ <p>where:</p> <p>a = the airline mileage between [CLEC] <u>Bright House</u> Routing Point and the actual point of interconnection for the MPB arrangement; and</p> <p>b = the airline mileage between the Verizon Serving Interconnection Wire Center and the actual point of interconnection for the MPB arrangement.</p> <p><u>In cases where Bright House performs the tandem switching functionality, the same formula shall be used to determine the Parties' respective billing percentages, substituting "Bright House" for "Verizon" and vice versa in the formula specified above.</u></p>	<p>Bright House Comment:</p> <p>These changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement.</p> <p><i>As Bright House understands its position, Verizon agrees that Bright House is entitled to compete with Verizon for the business of long distance carriers seeking to reach Verizon end offices, but apparently has some difficulty with Bright House's specific language. Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, §10.18 ISSUE 6: FAIR BUSINESS TERMS	10.18 ***CLEC Acronym TE*** shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of ***CLEC Acronym TE***'s delivery of notice to Verizon, Verizon and ***CLEC Acronym TE*** shall confirm the Routing Point/Verizon Serving Interconnection Wire Center combination and billing percentages.	10.18 [CLEC] shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of For LATA XXX, within thirty (30) days of the Effective Date, and for any other LATA, within thirty (30) days of the date on which Bright House notifies Verizon of its intention to interconnect in such other LATA, the Parties shall calculate and exchange the billing percentages which should apply for such MPB arrangements. Within ten (10) Business Days of [CLEC] such delivery of notice to Verizon, the Parties Verizon and [CLEC] shall confirm the Routing Point/Verizon Serving Interconnection Wire Center combinations and billing percentages.	<u>Bright House Comment:</u> These changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement. <i>As Bright House understands its position, Verizon agrees that Bright House is entitled to compete with Verizon for the business of long distance carriers seeking to reach Verizon end offices, but apparently has some difficulty with Bright House's specific language. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, §12.4 ISSUE 4: INTER-CONNECTION RIGHTS ISSUE 6: FAIR BUSINESS TERMS	12.4 ***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.	12.4 <u>Intentionally left blank</u>	<u>Bright House Comment:</u> This provision is completely unrealistic and unworkable. Bright House does not have and often cannot arrange traffic exchange agreements with random third party wireless carriers, CLECs, etc. We agree that we will pay for transit service and that Verizon should not be liable for charges to 3 rd parties in association with our traffic. <i>Verizon stated that it might be amenable to an approach that states that transit traffic from Bright House to a particular third party shall be limited to a particular amount of traffic (perhaps a DS1) before Bright House would be obliged to attempt to establish a direct connection with that entity. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, §12.5 ISSUE 1: NEED DEFINITIVE ICA ISSUE 4: INTER-CONNECTION RIGHTS ISSUE 6: FAIR BUSINESS TERMS	12.5 ***CLEC Acronym TE*** shall pay Verizon for Tandem Transit Traffic Service at the rates specified in the Pricing Attachment. Verizon will not be liable for compensation to any Other Carrier for any traffic that is transported through Verizon's Tandem and Verizon reserves the right to assess to ***CLEC 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. If 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.	12.5 [CLEC] <u>Bright House</u> shall pay Verizon for Tandem Transit Traffic Service at the rates specified in the Pricing Attachment. Verizon will not be liable for compensation to any Other Carrier for any traffic that is transported through Verizon's Tandem, and Verizon reserves the right to assess to [CLEC] any additional charges or costs any Other Carrier imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. If Verizon is billed by any Other Carrier for any traffic originated by [CLEC], Verizon may provide notice to [CLEC] of such billing. Upon receipt of such notice, [CLEC] 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]. Such certification must be signed by an authorized officer or agent of the Other Carrier and must be in a form acceptable to Verizon.	<u>Bright House Comment:</u> We agree that Verizon is not liable to 3 rd parties for Bright House originated traffic. We cannot agree to pay whatever some 3 rd party might impose on Verizon, since we do not know what those charges are or might be. We are willing to discuss alternative approaches to this problem with Verizon. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 13.2 ISSUE 1: NEED DEFINITIVE ICA	13.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.	13.2 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, codes. Except as expressly set forth in this Agreement, Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.	<u>Bright House Comment:</u> Technical fix to reflect assignment of numbers by 1000s blocks, not whole NXXs. As to fees, there is no reason to suggest the possibility that such charges would even be appropriate. They are not. <i>Bright House believes that these changes are acceptable to Verizon. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 13.3 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, ***CLEC Acronym TE*** shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. ***CLEC Acronym TE*** shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate	13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, [CLEC] <u>Bright House</u> shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. [CLEC] <u>Bright House</u> shall assign whole 1000s blocks NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of	<u>Bright House Comment:</u> This is a technical change, necessary, we believe, because NANPA assigns numbers in 1000s blocks, not NXX codes. <i>Bright House believes that these changes are acceptable to Verizon. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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	jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.	appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs/ <u>1000s blocks</u> .	
Interconnection § 13.4 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	13.4 ***CLEC Acronym TE*** will also designate a Routing Point for each assigned NXX code. ***CLEC Acronym TE*** shall designate one location for each Rate Center Area in which the ***CLEC Acronym TE*** has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of ***CLEC Acronym TE*** will be routed in the same manner as calls to ***CLEC Acronym TE***'s initial NXXs.	13.4 {CLEC} <u>Bright House</u> will also designate a Routing Point for each assigned NXX code <u>or 1000s block</u> . {CLEC} <u>Bright House</u> shall designate one location for each Rate Center Area in which the {CLEC} <u>Bright House</u> has established NXX code(s) <u>or 1000s blocks</u> as the Routing Point for the NPA-NXXs/ <u>1000s blocks</u> 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/ <u>1000s blocks</u> of {CLEC} <u>Bright House</u> will be routed in the same manner as calls to {CLEC}'s <u>Bright House's</u> initial NXXs/ <u>1000s blocks</u> .	Bright House Comment: This is a technical change, necessary, we believe, because NANPA assigns numbers in 1000s blocks, not NXX codes <i>Bright House believes that these changes are acceptable to Verizon. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection, § 14.2.1 ISSUE 6: FAIR BUSINESS TERMS	14.2.1 <u>Initial Trunk Forecast Requirements</u> . At least ninety (90) days before initiating interconnection in a LATA, ***CLEC Acronym TE*** shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters.	14.2.1 <u>Initial Trunk Forecast Requirements</u> . At least ninety (90) days before initiating interconnection in a LATA, {CLEC} <u>each Party</u> shall provide Verizon the other Party with a <u>one (1)- two (2)-</u> year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. <u>This Each Party's</u> initial traffic forecast will provide the amount of traffic to be delivered to and from Verizon <u>between the Parties, in each direction</u> , over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters.	Bright House Comment: As noted elsewhere, given the scope of the Parties' interconnection arrangements and traffic exchange, forecasting obligations should be mutual. There is no realistic need for two-year forecasts. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Interconnection, § 14.2.2 ISSUE 4: INTER- CONNECTION RIGHTS	14.2.2 <u>Ongoing Trunk Forecast Requirements</u> . Where the Parties have already established interconnection in a LATA, ***CLEC Acronym TE*** shall provide a new or revised traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide when ***CLEC Acronym TE*** develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (a) ***CLEC Acronym TE*** plans to deploy a new switch; (b) ***CLEC Acronym TE*** plans to implement a new POI or network architecture; (c) ***CLEC Acronym TE*** plans to rearrange its network; (d) ***CLEC Acronym TE*** plans to convert a One-Way Interconnection Trunk group to a Two-Way Interconnection Trunk group; (e) ***CLEC Acronym TE*** plans to convert a Two-Way Interconnection Trunk group to a One-Way Interconnection Trunk group; or (f) ***CLEC Acronym TE*** expects a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks.	14.2.2 <u>[Intentionally left blank]</u>	<u>Bright House Comment:</u> This provision is unnecessary in light of the forecasting provision in Section 2.2.8. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Interconnection § 15.2 ISSUE 5: CUSTOMER TRANSFER PROCESS	<p>15.2 Procedures for Providing LNP ("Local Number Portability")</p> <p>The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.</p>	<p>15.2 Procedures for Providing LNP ("Local Number Portability")</p> <p>The Parties will follow the LNP provisioning process, including <u>all established intervals and rules for distinguishing simple from complex ports</u>, recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis. <u>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.</u></p>	<p><u>Bright House Comment:</u></p> <p>This clarifying language ensures that the FCC's rules/rulings regarding intervals and what constitutes a complex port will apply under the Agreement.</p> <p>As we understand it, Verizon:</p> <p>a. <i>agrees with the first change (which was modified following negotiation.</i></p> <p>b. <i>disagrees that DSL does not make a port a complex port.</i></p> <p>Bright House notes that this matter was disputed before the Commission several years ago and that the FCC eventually ruled that the presence of DSL on a line did not justify delaying ports.</p> <p>c. <i>agrees that there are no charges for normal LNP, but wishes to impose charges for coordinated ports; and</i></p> <p>d. <i>Does not agree that number reservation policies should be exchanged in writing in that they may not exist in writing.</i></p> <p>Verizon will provide its response to these proposals in its response to the arbitration petition.</p>

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Interconnection, § 15.2.1 ISSUE 2: WHOLESALE CLEC	15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.	15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange service(s) it previously received from Party A, in conjunction with the Telephone Exchange service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. <u>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.</u>	<u>Bright House Comment:</u> This clarification is needed in order to reflect the rights of VoIP end users to number portability under Applicable Law, and the treatment of such end users as customers for purposes of the agreement. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection § 15.2.4 ISSUE 5: CUSTOMER TRANSFER PROCESS	15.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.	15.2.4 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 <u>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.</u> When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.	<u>Bright House Comment:</u> Based on field experience these requirements are needed in order to assure an efficient porting process. <i>Verizon disagrees with this proposal because it appears to call for a system change to accommodate interconnectors. That said, Verizon will inquire of its engineers to determine if some arrangement dealing with this situation is workable. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Interconnection § 15.2.5 ISSUE 5: CUSTOMER TRANSFER PROCESS	15.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), according to industry standards.	15.2.5 <u>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.</u>	Bright House Comment: The JIP language has been moved to Section 5.4, regarding signaling. Verizon agrees with this change. Although cut-overs of 12 or more lines will be relatively rare, such situations could go in either direction and, since LNP costs are not to be assessed on competitors or end users, except in accordance with FCC rules, no charges should apply for coordinated LNP cutovers. <i>Verizon will provide coordinated cutovers for LNP but seeks the right to charge for this activity. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Interconnection § 15.2.7 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; NXX codes assigned for internal testing and official use, and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a 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.	15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless <u>a code is not portable in accordance with Applicable Law.</u> a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; NXX codes assigned for internal testing and official use, and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a 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.	Bright House Comment: This proposal reflects the results of negotiations. We believe that Verizon agrees with it. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, § 15.3 ISSUE 2: WHOLESALE CLEC	<p>15.3. Procedures for Providing NP Through Full NXX Code Migration</p> <p>Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.</p>	<p>15.3. Procedures for Providing NP Through Full NXX Code Migration</p> <p>Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.</p>	<p><u>Bright House Comment:</u></p> <p>This change is required to reflect the fact that LNP will sometimes occur in connection with Customers obtaining interconnected VoIP service from a Party or its affiliates.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Interconnection, § 15.4 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	<p>15.4 Procedures for LNP Request.</p> <p>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.</p>	<p>15.4 Procedures for LNP Request.</p> <p>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/<u>Rulings</u>.</p>	<p><u>Bright House Notes:</u></p> <p>This change reflects the change in the defined term. See discussion above in the Glossary section. We do not believe that this is controversial.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Interconnection, §16 (Verizon) ISSUE 1: NEED DEFINITIVE ICA	<p>16. Good Faith Performance</p> <p>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.</p>	<p>16. [Intentionally left blank]</p>	<p><u>Bright House Comment:</u></p> <p>The deleted language is entirely inappropriate. If there are any "Services offered under this Agreement" by Verizon that Verizon is not actually prepared to provide to Bright House, in Florida, as of the Effective Date, then Verizon needs to identify any such "services" <i>in advance of entering into the contract</i> so that Bright House can determine whether Verizon's inability to actually deliver its purported contractual offering is material to Bright House, and to negotiate appropriate substitute arrangements <i>in advance</i>.</p> <p>See discussion under General Terms § 18.</p> <p><i>Verizon is not willing to review the agreement prior to its execution to identify which functions it might be called upon to perform under the agreement that it is not, in fact, prepared to perform as of the effective date. Verizon does not believe that it should be required to do so. If the situation arises the parties can negotiate regarding it then.</i></p>
Interconnection § 16 (Bright House) ISSUE 4: INTER-CONNECTION RIGHTS		<p><u>16. Facilitation of Direct Connections with Affiliates</u></p> <p><u>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.</u></p>	<p><u>Bright House Comment:</u></p> <p>Verizon should not be able to charge transit for traffic to an affiliate unless it makes commercially reasonable efforts to ensure that such transit is not needed.</p> <p><i>Verizon does not agree with this suggestion. Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
PROCEDURES FOR TRANSFERRING CUSTOMERS/END USERS BETWEEN VERIZON AND BRIGHT HOUSE			
Transfer Procedures §1 (new) ISSUE 5: CUSTOMER TRANSFER PROCESS	[no Verizon language]	<p>1. Scope</p> <p>1.1 This Attachment deals with situations in which <u>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.</u></p> <p>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.</p>	<p>Bright House Comment:</p> <p>Experience has shown that the parties' agreement should expressly define what happens when a Customer/End User transfers from one Part to the other. This new Attachment lays out reasonable procedures for such transfers.</p> <p><i>Verizon does not believe that it is appropriate to include this type of administrative material in an ICA. Instead, it should be handled by a side letter or similar arrangement. Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
Transfer Procedures, § 2 ISSUE 5: CUSTOMER TRANSFER PROCESS	[no Verizon language]	<p>2. Procedures</p> <p>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."</p> <p>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</p>	<p>Bright House Comment:</p> <p>Experience has shown that the parties' agreement should expressly define what happens when a Customer/End User transfers from one Part to the other. This new Attachment lays out reasonable procedures for such transfers.</p> <p>This section deals with LSRs, retention marketing, and the need to properly handle disconnection of the old provider's facilities in order for the new provider to serve the Customer/End User.</p> <p><i>Verizon does not believe that it is appropriate to include this type of administrative material in an ICA. Instead, it should be handled by a side letter or similar arrangement. Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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		<p><u>and/or 9 of the UNE Attachment.</u></p> <p><u>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 10.7 of the General Terms and Conditions and Sections 8.7 and 8.9.1 of the Additional Services Attachment.</u></p> <p><u>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:</u></p> <p><u>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.</u></p> <p><u>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</u></p>	

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		<p><u>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.</u></p> <p><u>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.</u></p>	
Transfer Procedures, § 3 ISSUE 5: CUSTOMER TRANSFER PROCESS	(no Verizon language)	<p><u>3. Compensation For Correcting Unsafe Conditions or Harm to Facilities</u></p> <p><u>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.</u></p> <p><u>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, I 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.</u></p> <p><u>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</u></p>	<p>Bright House Comment:</p> <p>Experience has shown that the parties' agreement should expressly define what happens when a Customer/End User transfers from one Part to the other. This new Attachment lays out reasonable procedures for such transfers.</p> <p>This section deals with correcting any problems dealing with the physical disconnection of the old provider's facilities, and assigning cost responsibility for such problems to the new provider who caused them.</p> <p><i>Verizon does not believe that it is appropriate to include this type of administrative material in an ICA. Instead, it should be handled by a side letter or similar arrangement. Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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		<u>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 an third-party contractor to correct such situations, and bill the New Provider the full amount of such contractor's commercially reasonable charges.</u>	
Transfer Procedures, § 4 ISSUE 5: CUSTOMER TRANSFER PROCESS	[no Verizon language]	<p>4. Good Faith Consultations And Negotiations</p> <p><u>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.</u></p>	<p>Bright House Comment:</p> <p>Experience has shown that the parties' agreement should expressly define what happens when a Customer/End User transfers from one Part to the other. This new Attachment lays out reasonable procedures for such transfers.</p> <p>This section allows for continued negotiation and dispute resolution of other transfer-related matters that might arise.</p> <p><i>Verizon does not believe that it is appropriate to include this type of administrative material in an ICA. Instead, it should be handled by a side letter or similar arrangement. Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
RESALE ATTACHMENT			
Resale § 1 ISSUE 1: NEED DEFINITIVE ICA	<p>1. General</p> <p>Verizon shall provide to ***CLEC Acronym TE***, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Verizon's Telecommunications Services for resale by ***CLEC Acronym TE***; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services to ***CLEC Acronym TE*** only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to ***CLEC Acronym TE*** to the extent that provision of such Telecommunications Service is not required by Applicable Law.</p>	<p>1. General</p> <p>Verizon shall provide to {CLEC} Bright House in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Verizon's Telecommunications Services for resale by {CLEC} Bright House; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services to {CLEC} Bright House only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to {CLEC} Bright House to the extent that provision of such Telecommunications Service is not required by Applicable Law.</p>	<p>Bright House Comment:</p> <p>The deletion clarifies that Verizon's tariffs are not part of the agreement. Obviously tariff provisions are relevant to resale.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Resale § 2.2.4 ISSUE 1: NEED DEFINITIVE ICA	2.2. ***CLEC Acronym TE*** shall not resell: 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 [CLEC] <u>Bright House</u> shall not resell: ... 2.2.4 <u>[Intentionally left blank]</u>	<u>Bright House Comment:</u> Verizon seems to be trying to note, in a convoluted way, that not all possible restrictions on resale are banned. That's true, but too vague for incorporation here. If there are some specific set of restrictions that Verizon believes are permitted that it wants us to acknowledge, we are willing to discuss identifying them. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Resale § 2.2.6 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	2.2.6 Verizon may perform audits to confirm ***CLEC Acronym TE***s conformity to the provisions of this Section 2.2. Such audits may be performed twice per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.	2.2.6 Verizon may perform audits to confirm [CLEC]'s <u>Bright House's</u> conformity to the provisions of this Section 2.2. Such audits may be performed twice <u>once</u> per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.	<u>Bright House Comment:</u> Twice-a-year audits would be oppressive and unreasonable. <i>Bright House believes that Verizon agrees with this proposal. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Resale § 4.1 ISSUE 6: FAIR BUSINESS TERMS	4.1 ***CLEC Acronym TE*** shall be responsible for and pay to Verizon all charges for any Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon, that are ordered, activated or used by ***CLEC Acronym TE***, ***CLEC Acronym TE*** Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to ***CLEC Acronym TE*** pursuant to this Resale Attachment.	4.1 <u>Bright House</u> [CLEC] shall be responsible for and pay to Verizon all <u>valid</u> charges for any Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon, that are ordered, activated or used by [CLEC] <u>Bright House</u> , [CLEC] <u>Bright House</u> Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to [CLEC] <u>Bright House</u> pursuant to this Resale Attachment.	<u>Bright House Comment:</u> The change is to make clear that we do not waive any applicable rights to protest erroneous bills by purchasing something for resale. Bright House believes that Verizon agrees with this proposal, which reflects negotiated language. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Resale § 4.2 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	4.2 Upon request by ***CLEC Acronym TE***, Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by ***CLEC Acronym TE*** such Verizon retail Telecommunications Service call blocking and call screening services as Verizon provides to its own end user retail Customers, where and to the extent Verizon provides such Verizon retail Telecommunications Service call blocking services to Verizon's own end user retail Customers. ***CLEC Acronym TE*** understands and agrees that certain of Verizon's call blocking and call screening services are not guaranteed to block or screen all calls and that notwithstanding ***CLEC Acronym TE***'s purchase of such blocking or screening services, ***CLEC Acronym TE***'s end user Customers or other persons ordering, activating or using Telecommunications Services on the resold dial tone lines may complete or accept calls which ***CLEC Acronym TE*** intended to block. Notwithstanding the foregoing, ***CLEC Acronym TE*** 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.	4.2 Upon request by [CLEC] <u>Bright House</u> , Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by [CLEC] <u>Bright House</u> such Verizon retail Telecommunications Service call blocking and call screening services as Verizon provides to its own end-user <u>End User</u> retail Customers, where and to the extent Verizon provides such Verizon retail Telecommunications Service call blocking services to Verizon's own end-user <u>End User</u> retail Customers. [CLEC] <u>Bright House</u> understands and agrees that certain of Verizon's call blocking and call screening services are not guaranteed to block or screen all calls and that notwithstanding [CLEC's] <u>Bright House's</u> purchase of such blocking or screening services, [CLEC's] <u>Bright House's end-user End User</u> Customers or other persons ordering, activating or using Telecommunications Services on the resold dial tone lines may complete or accept calls which [CLEC] <u>Bright House</u> intended to block. Notwithstanding the foregoing, [CLEC] <u>Bright House</u> 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.	<u>Bright House Comment:</u> Conforming change to reflect that End User is now a defined term. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Resale § 7 ISSUE 1: NEED DEFINITIVE ICA	<p>7. Good Faith Performance</p> <p>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.</p>	<p>7. [intentionally left blank]</p>	<p><u>Bright House Comment:</u></p> <p>The deleted language is entirely inappropriate. If there are any "Services offered under this Agreement" by Verizon that Verizon is not actually prepared to provide to Bright House, in Florida, as of the Effective Date, then Verizon needs to identify any such "services" <i>in advance of entering into the contract</i> so that Bright House can determine whether Verizon's inability to actually deliver its purported contractual offering is material to Bright House, and to negotiate appropriate substitute arrangements <i>in advance</i>.</p> <p>See discussion under General Terms § 18.</p> <p><i>Verizon is not willing to review the agreement prior to its execution to identify which functions it might be called upon to perform under the agreement that it is not, in fact, prepared to perform as of the effective date. Verizon does not believe that it should be required to do so. If the situation arises the parties can negotiate regarding it then.</i></p>
NETWORK ELEMENTS ATTACHMENT			
UNEs § 1.1 ISSUE 1: NEED DEFINITIVE ICA	<p>1.1 Verizon shall provide to ***CLEC Acronym TE***, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of the Federal Unbundling Rules, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations), and UNes commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide access to unbundled Network Elements (UNEs), Combinations, and Commingling to ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** to the extent that provision of such UNes, Combinations, or Commingling is not required by the Federal Unbundling Rules.</p>	<p>1.1 Verizon shall provide to [CLEC] <u>Bright House</u>, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of the Federal Unbundling Rules, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations), and UNes commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide access to unbundled Network Elements (UNEs), Combinations, and Commingling to [CLEC] <u>Bright House</u> 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 [CLEC] <u>Bright House</u> to the extent that provision of such UNes, Combinations, or Commingling is not required by the Federal Unbundling Rules.</p>	<p><u>Bright House Comment:</u></p> <p>Tariffs are not part of the agreement.</p> <p><i>Verizon believes that tariffs may properly be incorporated by reference into the ICA.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
UNEs § 1.3 ISSUE 6: FAIR BUSINESS TERMS	1.3 ***CLEC Acronym TE*** may use a UNE or Combination only for those purposes for which Verizon is required by the Federal Unbundling Rules to provide such UNE or Combination to ***CLEC Acronym TE***. Without limiting the foregoing, ***CLEC Acronym TE*** 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 {CLEC} Bright House may use a UNE or Combination for any only for those purposes for which Verizon is required by the Federal Unbundling Rules to provide such UNE or Combination may be used consistent with Applicable Law. to {CLEC} Without limiting the foregoing, {CLEC} 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.	<u>Bright House Comment:</u> We recognize that we cannot use UNEs for some purposes. But we can use them for anything that is permitted by Applicable Law. Note that under FCC Rule 51.100(b) once a UNE is obtained for a purpose permitted under 47 U.S.C. § 251(c)(3), it may then be used for other purposes. <i>Verizon seeks to ensure that UNEs are only used for permitted purposes. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
UNEs § 1.4 ISSUE 1: NEED DEFINITIVE ICA	1.4 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.	1.4 <u>Intentionally left blank</u>	<u>Bright House Comment:</u> If Verizon wants to assert that anything that it is providing to Bright House as a UNE under this attachment isn't actually a UNE, it needs to do so in advance so that there can be no dispute later as to whether it must, or must not, provide the UNEs in question. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
UNEs §1.5 ISSUE 1: NEED DEFINITIVE ICA	1.5 If as the result of ***CLEC Acronym TE*** Customer actions (e.g., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the ***CLEC Acronym TE*** Customer premises, ***CLEC Acronym TE*** will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Customer Not Ready Charge provided for in the Pricing Attachment (or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff or in the Pricing Attachment).	1.5 If as the result of {CLEC} Bright House Customer actions (e.g., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the {CLEC} Bright House Customer premises, {CLEC} 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 Verizon's applicable retail or wholesale Tariff or in the Pricing Attachment).	<u>Bright House Comment:</u> If Verizon wants to impose these charges on Bright House, they need to be included in the Pricing Attachment. Tariffs do not apply under the agreement. <i>Verizon believes that tariffs may properly be incorporated by reference into the ICA.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
UNEs § 7.1 ISSUE 2: WHOLESALE CLEC	7.1 Upon request by ***CLEC Acronym TE***, Verizon shall provide to ***CLEC Acronym TE*** access to the Sub-Loop for Multiunit Premises Access in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.	7.1 Upon request by [CLEC] <u>Bright House</u> , Verizon shall provide to [CLEC] <u>Bright House</u> , 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, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.	<u>Bright House Comment:</u> This language is necessary to avoid ambiguity and disputes that might otherwise arise by virtue of the means by which Bright House VoIP End Users obtain connectivity to the PSTN, indirectly via Bright House's cable affiliate. It does not expand Verizon's substantive obligations regarding the applicable UNE beyond what would apply to a "normal" CLEC. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
UNEs § 7.1.1 ISSUE 2: WHOLESALE CLEC	7.1.1 <u>House and Riser</u> . Subject to the conditions set forth in Section 1 of this Attachment and upon request by ***CLEC Acronym TE***, Verizon shall provide to ***CLEC Acronym TE*** 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 only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. ***CLEC Acronym TE*** may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. 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 <u>House and Riser</u> . Subject to the conditions set forth in Section 1 of this Attachment and upon request by [CLEC] <u>Bright House</u> , Verizon shall provide to [CLEC] <u>Bright House</u> 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 only if <u>where such facility is available and where Verizon (a) owns, operates, maintains and controls such facility or (b) otherwise has the legal right to provide access to control such facility, and only where such facility is available.</u> [CLEC] <u>Bright House</u> may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. 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.	<u>Bright House Comment:</u> The first change is needed to deal with situations in which Verizon may have effective control of relevant facilities (as, for example, under a maintenance contract without ownership). The second change is intended to leave open the prospect that rearrangements within a splice case (which are not technically difficult) could be "technically feasible." Verizon would retain the right to object to any particular proposed implementation on any particular premises if in fact there were substantial feasibility concerns. <i>Verizon opposes these changes. Only if Verizon has full ownership and control of house and riser cable must it provide access to a CLEC. The second change only implements existing law.</i> Bright House disagrees. The FCC's October 2000 <i>Competitive Networks</i> order imposes broader obligations than Verizon asserts. And, while federal rules (47 C.F.R. § 51.319(b)(1)(i)) deal with this in a more positive light, stating "A point of technically feasible access is any point in the incumbent LEC's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface."

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<p>UNEs § 7.1.1.1.3 ISSUE 7: MISC. MATTERS NEEDING CORRECTION</p>	<p>7.1.1.1.3 ***CLEC Acronym TE***'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 ***CLEC Acronym TE***'s facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.</p>	<p>7.1.1.1.3 [CLEC's] <u>Bright House's</u> 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 [CLEC's] facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment. <u>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.</u></p>	<p><u>Bright House Comment:</u></p> <p>The addition of the last sentence reflects, we believe, the results of our negotiation with Verizon, although it has not reviewed this specific language.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
<p>UNEs § 9.8.1 ISSUE 1: NEED DEFINITIVE ICA</p> <p>ISSUE 2: WHOLESALE CLEC</p> <p>ISSUE 5: CUSTOMER TRANSFER PROCESS</p>	<p>9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, ***CLEC Acronym TE*** may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to ***CLEC Acronym TE***'s NID.</p>	<p>9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, [CLEC] <u>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 9 of this Attachment, "Bright House"</u> may, <u>without contacting Verizon and without charge</u>, remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to [CLEC's] <u>Bright House's</u> NID.</p>	<p><u>Bright House Comment:</u></p> <p>This first proposed change ensures that Bright House's cable affiliate may access Verizon NIDs as needed. The second is intended as clarification only. In instances where Bright House uses pre-existing inside wire it will obviously be necessary to disconnect that inside wire from Verizon's NID. Whether Bright House will have a separate telephony NID to which to connect it will vary from case to case. But in any event, simply disconnecting inside wire from the customer side of a Verizon NID is not properly a chargeable event. Bright House's proposed language clarifies that point.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
<p>UNEs § 9.8.2 ISSUE 1: NEED DEFINITIVE ICA</p> <p>ISSUE 5: CUSTOMER TRANSFER PROCESS</p>	<p>9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, ***CLEC Acronym TE*** may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wiring from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.</p>	<p>9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, [CLEC] <u>Bright House</u> may, <u>without contacting Verizon and without charge</u>, 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.</p>	<p><u>Bright House Comment:</u></p> <p>See comment immediately above. This simply clarifies that accessing the customer side of a Verizon NID and disconnecting premises wire from that NID is not a chargeable event.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
UNEs § 14.1 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	14.1 Any request by ***CLEC Acronym TE*** 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 14.2, of this Attachment. ***CLEC Acronym TE*** shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.	14.1 Any request by [(CLEC)] <u>Bright House</u> 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. [(CLEC)] shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.	<u>Bright House Comment:</u> The obligation to provide access to UNEs rests entirely on ILECs and cannot be imposed on CLECs. See 47 C.F.R. § 51.223(a). The deleted language erroneously suggests that Bright House might have such obligations. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
UNEs § 14.2 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by the Federal Unbundling Rules.	14.2 Notwithstanding anything to the contrary in this Section 14, <u>Verizon</u> a Party shall not be required to provide a proprietary Network Element to <u>Bright House</u> the other Party under this Section 14 except as required by the Federal Unbundling Rules.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
UNEs § 14.3.1 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.	14.3.1 <u>Verizon</u> Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by <u>Bright House</u> the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
UNEs § 14.3.3 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	14.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.	14.3.3 <u>Bright House</u> The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay <u>Verizon's</u> the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
UNEs § 14.3.4 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.	14.3.4 Within ten (10) Business Days of its receipt, <u>Verizon</u> the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
UNEs § 14.3.5 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by the Federal Unbundling Rules.	14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, <u>Verizon</u> the receiving Party shall provide to <u>Bright House</u> the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that <u>Verizon</u> the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by the Federal Unbundling Rules.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
UNEs § 14.3.6 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.	14.3.6 If <u>Verizon</u> the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from <u>Bright House</u> , the requesting Party . When it receives such authorization, <u>Verizon</u> the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
UNEs § 14.3.7 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.	14.3.7 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, <u>Verizon</u> the receiving Party shall provide to <u>Bright House</u> the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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UNEs § 14.3.8 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.	14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, <u>Bright House the requesting Party</u> 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.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
UNEs § 19 ISSUE 1: NEED DEFINITIVE ICA	19. 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.	19. <u>[intentionally left blank]</u>	The deleted language is entirely inappropriate. If there are any "Services offered under this Agreement" by Verizon that Verizon is not actually prepared to provide to Bright House, in Florida, as of the Effective Date, then Verizon needs to identify any such "services" in advance of entering into the contract so that Bright House can determine whether Verizon's inability to actually deliver its purported contractual offering is material to Bright House, and to negotiate appropriate substitute arrangements in advance . <i>Verizon is not willing to review the agreement prior to its execution to identify which functions it might be called upon to perform under the agreement that it is not, in fact, prepared to perform as of the effective date. Verizon does not believe that it should be required to do so. If the situation arises the parties can negotiate regarding it then.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
COLLOCATION ATTACHMENT			
Collocation, all ISSUE 1: NEED DEFINITIVE ICA	[no specific language]	[no specific language]	<p><u>Bright House Comment:</u></p> <p>Bright House is currently collocated in certain Verizon Central Offices. The current (AT&T-GTE) agreement deals with collocation in 8 single-spaced pages. Verizon's current template tries to handle it in one paragraph. On the other hand, the FCC has issued numerous rulings and specific rules regarding collocation which did not exist when the AT&T-GTE agreement was adopted. Bright House believes that it would be much more appropriate for a more detailed collocation section actually laying out the relevant terms and conditions.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
911 ATTACHMENT			
911 Attachment § 1.2.3 ISSUE 6: FAIR BUSINESS TERMS	1.2.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of the Controlling 911 Authority, Verizon shall provide to ***CLEC Acronym TE*** a complete copy of such MSAG annually upon written request for each county within the LATA(s) in the State of [State], where ***CLEC Acronym TE*** is providing Telephone Exchange Service, provided that Verizon is permitted to do so by Controlling 911 Authority	1.2.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of the Controlling 911 Authority, Verizon shall provide to [CLEC] Bright House a complete fully machine-readable copy of such MSAG annually at no charge upon written request for each county within the LATA(s) in the State of [State] Florida , where [CLEC] Bright House is providing Telephone Exchange Service, provided that Verizon is permitted to do so by Controlling 911 Authority	<p><u>Bright House Comment:</u></p> <p>Bright House must audit the accuracy of its 911 records and cannot reasonably be limited to annual efforts to do so. There is no basis for Verizon to impose any charge on Bright House for access to this material. Verizon has indicated that Bright House already has access to the MSAG at no charge.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>
911 Attachment, §2.2.1 ISSUE 2: WHOLESALE CLEC	2.2.1 store ***CLEC Acronym TE*** end user data provided by ***CLEC Acronym TE*** in the ALI Database;	2.2.1 store [CLEC] Bright House End User end-user data provided by ***CLEC Acronym TE*** in the ALI Database;	<p><u>Bright House Comment:</u></p> <p>"End User" is now a defined term. This is a conforming change to reflect that.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
911 Attachment, § 2.2.2 ISSUE 2: WHOLESALE CLEC	2.2.2 provide ***CLEC Acronym TE*** access to the ALI Database for the initial loading and updating of ***CLEC Acronym TE*** end user records in accordance with information contained in the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website); and	2.2.2 provide (CLEC) <u>Bright House</u> access to the ALI Database for the initial loading and updating of (CLEC) <u>Bright House End User</u> end-user records in accordance with information contained in the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website); and	<u>Bright House Comment:</u> “End User” is now a defined term. This is a conforming change to reflect that. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
911 Attachment, § 2.3.1 ISSUE 2: WHOLESALE CLEC	2.3.1 provide MSAG valid E-911 data for each of its end users for the initial loading of, and any and all updates to the ALI database;	2.3.1 provide MSAG valid E-911 data for each of its <u>End Users</u> end-users for the initial loading of, and any and all updates to the ALI database;	<u>Bright House Comment:</u> “End User” is now a defined term. This is a conforming change to reflect that. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
911 Attachment, § 2.3.2 ISSUE 2: WHOLESALE CLEC	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));	2.3.2 utilize the appropriate Verizon electronic interface to update E-911 data in the ALI Database related its <u>End Users</u> 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));	<u>Bright House Comment:</u> “End User” is now a defined term. This is a conforming change to reflect that. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
911 Attachment, § 2.3.3 ISSUE 2: WHOLESALE CLEC	2.3.3 use its company ID on all end user records in accordance with NENA standards;	2.3.3 use its company ID on all <u>End User</u> end-user records in accordance with NENA standards;	<u>Bright House Comment:</u> “End User” is now a defined term. This is a conforming change to reflect that. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

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Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
911 Attachment, § 2.3.5 ISSUE 2: WHOLESALE CLEC ISSUE 5: CUSTOMER TRANSFER PROCESS	2.3.5 enter E-911 data into the ALI Database in accordance with NENA standards for LNP. This includes, but is not limited to, using ***CLEC Acronym TE***'s NENA ID to lock and unlock records and the posting of the ***CLEC Acronym TE*** NENA ID to the ALI Database record where such locking and unlocking feature for E-911 records is available, or as defined by local standards. ***CLEC Acronym TE*** is required to promptly unlock and migrate its E-911 records in accordance with NENA standards. In the event that ***CLEC Acronym TE*** discontinues providing Telephone Exchange Service to any of its end users, it shall ensure that its E-911 records for such end users are unlocked in accordance with NENA standards.	2.3.5 enter E-911 data into the ALI Database in accordance with NENA standards for LNP. This includes, but is not limited to, using [CLEC's] <u>Bright House's</u> NENA ID to lock and unlock records and the posting of the [CLEC] <u>Bright House</u> NENA ID to the ALI Database record where such locking and unlocking feature for E-911 records is available, or as defined by local standards. [CLEC] <u>Bright House</u> is required to promptly unlock and migrate its E-911 records in accordance with NENA standards. In the event that [CLEC] <u>Bright House</u> discontinues providing Telephone Exchange Service to any of its <u>End Users</u> , end-users it shall ensure that its E-911 records for such <u>End Users</u> end-users are unlocked in accordance with NENA standards. <u>The Parties shall fully comply with all NANC guidelines regarding the processes for locking and unlocking E-911 records and the intervals applicable to such processes.</u>	<u>Bright House Comment:</u> "End User" is now a defined term. This is a conforming change to reflect that. As a practical matter it is important that the parties comply with NANC processes and intervals regarding locking and unlocking to ensure that records are updated in a timely manner. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
911 Attachment, § 2.4 ISSUE 2: WHOLESALE CLEC	2.4 In the event ***CLEC Acronym TE*** uses an Agent to input its end user's E-911 data to the ALI Database through the appropriate Verizon electronic interface, ***CLEC Acronym TE*** shall provide a Letter of Authorization, in a form acceptable to Verizon, identifying and authorizing its Agent.	2.4 In the event [CLEC] <u>Bright House</u> uses an Agent to input its <u>End Users'</u> end-user's E-911 data to the ALI Database through the appropriate Verizon electronic interface, [CLEC] <u>Bright House</u> shall provide a Letter of Authorization, in a form acceptable to Verizon, identifying and authorizing its Agent.	<u>Bright House Comment:</u> "End User" is now a defined term. This is a conforming change to reflect that. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
911 Attachment, § 3.1 ISSUE 2: WHOLESALE CLEC	3.1 ***CLEC Acronym TE*** may, in accordance with Applicable Law, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). Verizon shall designate interface point(s), e.g., digital cross connect systems (DCS), where ***CLEC Acronym TE*** may interconnect with Verizon for the transmission and routing of 911/E-911 Calls to all subtending PSAPs that serve the areas in which ***CLEC Acronym TE*** provides Telephone Exchange Services.	3.1 [CLEC] <u>Bright House</u> may, in accordance with Applicable Law, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). Verizon shall designate interface point(s), e.g., digital cross connect systems (DCS), where [CLEC] <u>Bright House</u> may interconnect with Verizon for the transmission and routing of 911/E-911 Calls to all subtending PSAPs that serve the areas in which [CLEC] <u>Bright House</u> provides Telephone Exchange Services <u>and/or Bright House End Users obtain interconnected VoIP service.</u>	<u>Bright House Comment:</u> Interconnection for 911 functionality needs to be keyed to the locations at which Bright House's interconnected VoIP End Users are located. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
911 Attachment, § 5 ISSUE 1: NEED DEFINITIVE ICA	5. 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.	5. [Intentionally left blank]	<u>Bright House Comment:</u> The deleted language is entirely inappropriate. If there are any "Services offered under this Agreement" by Verizon that Verizon is not actually prepared to provide to Bright House, in Florida, as of the Effective Date, then Verizon needs to identify any such "services" <i>in advance of entering into the contract</i> so that Bright House can determine whether Verizon's inability to actually deliver its purported contractual offering is material to Bright House, and to negotiate appropriate substitute arrangements <i>in advance</i> . See discussion under General Terms § 18. <i>Verizon is not willing to review the agreement prior to its execution to identify which functions it might be called upon to perform under the agreement that it is not, in fact, prepared to perform as of the effective date. Verizon does not believe that it should be required to do so. If the situation arises the parties can negotiate regarding it then.</i>
PRICING ATTACHMENT			
Pricing § 1.2 ISSUE 1: NEED DEFINITIVE ICA	1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.	1.2 [Intentionally left blank]	<u>Bright House Comment:</u> This provision is part of a series of provisions at the beginning of the Pricing Attachment attempting to establish Verizon's tariffs as the standard for pricing under the agreement. Tariffs are legally entirely separate from the agreement and in general play no role in services provided under it. It is therefore necessary and appropriate to delete this provision, in the context of the other changes being made to the Pricing Attachment. <i>Verizon believes that tariffed rates may be incorporated by reference and should control where they apply. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Pricing § 1.3 ISSUE 1: NEED DEFINITIVE ICA	1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.	1.3 <u>[Intentionally left blank]</u>	<p>Bright House Comment:</p> <p>This provision creates ambiguity, confusion, and undermines the validity of the entire contract by confusing services provided under the contract with services provided under a tariff, and also by failing to specify the price (consideration) associated with such services in any definite way. The fact that parties can modify their tariffs without notice to or input from the other party further undermines the validity of this approach. Tariffs are legally separate from the agreement and need to be kept so.</p> <p>If there are specific services to be provided under the agreement where Verizon would like to use an existing tariffed rate as the price, or, on a specific service basis, to incorporate by reference a tariffed rate, Bright House will consider such individual suggestions. But this general rule is unacceptable and legally suspect.</p> <p><i>Verizon believes that tariffed rates may be incorporated by reference and should control where they apply. Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Pricing § 1.4 ISSUE 1: NEED DEFINITIVE ICA	1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify ***CLEC 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.	1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. <u>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).</u> 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] in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill [CLEC] and [CLEC] 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] 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] and thereafter.	Bright House Comment: These changes are basic contractual "hygiene." Under this contract each party will be providing a variety of functions for the benefit of the other. Many will be chargeable, many will not. It is an invitation to endless disputes and confusion to fail to specify which items are chargeable and, for chargeable items, what the charge is. Bright House's proposed changes make clear that all charges are contained in the Pricing Attachment, and that things for which there is no specific charge stated are to be provided at no charge. <i>Verizon believes that tariffed rates may be incorporated by reference and should control where they apply. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Pricing, § 1.5 ISSUE 1: NEED DEFINITIVE ICA	1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.	1.5 <u>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.</u> The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.	<u>Bright House Comment:</u> Verizon's proposed language is exactly wrong. Interconnection agreements are binding contracts. One of the most basic elements of a contract is the price for the service to be purchased. The general rule must be that the prices for services provided under the contract are as stated in the contract. If there are particular items that Verizon wants to tie to possibly changing tariffed rates, Bright House will discuss those individually. <i>Verizon believes that tariffed rates may be incorporated by reference and should control where they apply. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Pricing, § 1.6 ISSUE 1: NEED DEFINITIVE ICA	1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.	1.6 <u>[Intentionally left blank]</u>	<u>Bright House Comment:</u> This material is now covered in the sections above. Bright House notes that it is inappropriate that prices specified in the contract would be the "last resort" of prices to apply to services provided under the contract. <i>Verizon believes that tariffed rates may be incorporated by reference and should control where they apply. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Pricing, § 1.7 ISSUE 1: NEED DEFINITIVE ICA	1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.	1.7 <u>[Intentionally left blank]</u>	Bright House Comment: This language would create ambiguity regarding when services and functions provided under the agreement are chargeable and when they are not. A minimum requirement of good faith negotiations is that Verizon should be able to specify the items/functions for which it wants to charge. <i>Verizon believes that tariffed rates may be incorporated by reference and should control where they apply. Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Pricing, § 2.1.5.2 ISSUE 7: MISC. MATTERS NEEDING CORRECTION	[wholesale discounts shall not apply to...] 2.1.5.2: Except as otherwise provided by Applicable Law, Exchange Access services	[wholesale discounts shall not apply to...] 2.1.5.2: Except as otherwise provided by Applicable Law, Exchange Access services, <u>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.</u>	Bright House Comment: While FCC rules (47 C.F.R. § 51.605(b)) do indeed exclude "exchange access" services from the discounted resale obligation, that term is defined very specifically, with reference to 47 U.S.C. § 153(16), in a manner that does not include point-to-point special access data circuits. <i>Verizon does not agree that wholesale discounts apply to special access.</i>
EXHIBIT A TO § 3.1 (FIBER MEET TERM SHEET)			
Fiber Meet, § 2.1 ISSUE 4: INTER-CONNECTION RIGHTS	2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Verizon Tandem or End Office.	2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Verizon Tandem or End Office.	Bright House Comment: See discussion under Interconnection Attachment, § 3.1.2. There is no regulatory or economic need to impose any generic limitation on how far a fiber meet might be from a Verizon central office. What matters in this regard is how much new fiber Verizon can reasonably be expected to deploy to establish a fiber meet. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
Fiber Meet, § 2.2 ISSUE 4: INTER-CONNECTION RIGHTS	2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for ***CLEC Acronym TE*** to connect [] strands of its fiber cable [] connectors. Verizon's FNID will be locked, but Verizon and ***CLEC Acronym TE*** will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.	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 <u>deploying its fiber to the FNID, as well as the cost of</u> installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for [CLEC] <u>Bright House</u> to connect [] strands of its fiber cable [] connectors. Verizon's FNID will be locked, but Verizon and [CLEC] <u>Bright House</u> will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.	<u>Bright House Comment:</u> We believe that this is simply a clarification. Based on negotiations (which modified the language somewhat), we believe that Verizon agrees with this proposal. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Fiber Meet, § 2.3 ISSUE 4: INTER-CONNECTION RIGHTS	2.3 ***CLEC Acronym TE*** will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by ***CLEC Acronym TE*** will be a [MANUFACTURER, MODEL]. ***CLEC Acronym TE*** will bear the cost of installing and maintaining its FNID. The fiber patch panel within ***CLEC Acronym TE***'s FNID will serve as FMP No. 2. ***CLEC Acronym TE*** will provide a fiber stub at the fiber patch panel in ***CLEC Acronym TE***'s FNID for Verizon to connect [] strands of its fiber cable. ***CLEC Acronym TE***'s FNID will be locked, but ***CLEC Acronym TE*** and Verizon will have 24 hour access to their respective side of the fiber patch panel located in ***CLEC Acronym TE***'s FNID.	2.3 [CLEC] <u>Bright House</u> will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by [CLEC] <u>Bright House</u> will be a [MANUFACTURER, MODEL]. [CLEC] <u>Bright House</u> will bear the cost of <u>deploying its fiber to the FNID, as well as the cost of</u> installing and maintaining its FNID. The fiber patch panel within [CLEC's] <u>Bright House's</u> FNID will serve as FMP No. 2. [CLEC] <u>Bright House</u> will provide a fiber stub at the fiber patch panel in [CLEC's] <u>Bright House's</u> FNID for Verizon to connect [] strands of its fiber cable. [CLEC's] <u>Bright House's</u> FNID will be locked, but [CLEC] <u>Bright House</u> and Verizon will have 24 hour access to their respective side of the fiber patch panel located in [CLEC] <u>Bright House</u> FNID.	<u>Bright House Comment:</u> See above. This language too was modified based on negotiation. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>
Fiber Meet, § 8.3 ISSUE 4: INTER-CONNECTION RIGHTS	8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.	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 <u>arising from the move or change</u> . Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.	<u>Bright House Comment:</u> This simply clarifies that it is only the costs relating to the party-initiated move/change that the party is responsible for. Based on negotiations, we believe that Verizon has accepted this proposal. <i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i>

DECISION POINT LIST -- VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS -- FLORIDA			
Section	Verizon Proposal	Bright House Response	Notes/Explanations/Comments
END OF BRIGHT HOUSE DPL			

EXHIBIT 3

"Clean" Bright House Agreement

DOCUMENT NUMBER DATE

11074 NOV-38

FPSC-COMMISSION CLERK

AGREEMENT

by and between

BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA) LLC

and

VERIZON FLORIDA, LLC

FOR THE STATE OF

FLORIDA

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[AMENDED, EXTENDED AND RESTATED] 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.

- 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, 2015 (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, this Agreement shall remain in effect 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 Receiving 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 material default by the other Party 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.

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

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.

- 4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any Change in Applicable Law, Verizon is no longer 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, or in cases where a commercially reasonable process for the discontinuance of such Service reasonably requires a longer notice period prior to termination, 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.

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. Notwithstanding the foregoing, either Party may assign this Agreement upon written notice to the other Party, as provided for in Section 29, to an Affiliate of that Party as part of a corporate or similar reorganization or refinancing.

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, 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 it has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of Florida.

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) thirty (30) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.

9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice an explanation in a commercially reasonable level of detail, considering the circumstances, of the reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 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 ("Recipient 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 Recipient 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 Recipient Party at the time of disclosure, and by written notice with a statement of the information given to the Recipient Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary".

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

- 10.2 Except as otherwise provided in this Agreement, the Recipient 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 Recipient Party's retail or sales operations from learning any information provided by the Disclosing Party to the Recipient 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 Recipient Party's Affiliates and the directors, officers, employees, Agents and contractors of the Recipient Party and the Recipient Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Recipient Party's obligations under this Agreement. The Recipient Party's Affiliates and the directors, officers, employees, Agents and contractors of the Recipient Party and the Recipient Party's Affiliates, shall be required by the Recipient Party to comply with the provisions of this Section 10 in the same manner as the Recipient Party. The Recipient Party shall be liable for any failure of the Recipient Party's Affiliates or the directors, officers, employees, Agents or contractors of the Recipient Party or the Recipient Party's Affiliates, to comply with the provisions of this Section 10.

- 10.3 The Recipient Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Recipient Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Recipient Party, except for (a) Confidential Information that the Recipient 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 Recipient 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 Recipient Party, the Recipient Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Recipient Party or the Recipient 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 Recipient 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 Recipient Party pursuant to Applicable Law, provided that the Recipient Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Recipient Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Recipient Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Recipient 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 Recipient 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 (a) a Party's material breach of any material term or condition of this Agreement; or (b) any other event specifically identified as a Default in this Agreement.

(b) In the event of Default, including without limitation non-payment of undisputed amounts due under the terms of Section 9 of this Agreement, the non-defaulting Party may suspend its performance under this Agreement or may terminate this Agreement, in whole or in part, when: (i) the non-defaulting Party provides written Notice of the Default under the terms of Section 29, which written notice shall reasonably set forth the nature of the Default and shall indicate a specific term or condition of this Agreement that constitutes the grounds for the Default; and (ii) the defaulting Party does not, within a commercially reasonable period in light of the nature of the claimed default, but in no event less than thirty (30) days after receiving written notice of the Default under Section 29, either: (i) remedy the Default or (ii) dispute, in writing and in a commercially reasonable level of detail, the assertion that it is in Default, under the dispute resolution provisions of Section 14 of this Agreement. A non-defaulting Party may not suspend performance under this Agreement or terminate this Agreement with respect to a claimed Default that is being resolved subject to the dispute resolution provisions of Section 14 of this Agreement.

(c) In the event that a non-defaulting Party chooses to terminate this Agreement, in whole or in part, the Parties shall take commercially reasonable efforts to minimize the impact of such termination on the defaulting Party's End Users and/or Customers.

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.

13.2 [intentionally left blank]

13.3 [intentionally left blank]

13.4 [intentionally left blank]

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, 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. Fraud

Each Party assumes responsibility for all fraud committed by means of services provided by that Party to its Customers and/or through that Party's accounts. A Party shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to the other Party's account in cases of, fraud by the other Party's Customers or other third parties.

18. Good Faith Performance

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

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.

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 (the "Insuring 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 Insuring Party shall maintain the following insurance:
- 21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.
- 21.1.2 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.
- 21.1.3 Excess Liability Insurance, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
- 21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 per occurrence.
- 21.1.5 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 to the non-Insuring Party pursuant to Sections 21.4 and 21.5, and the non-Insuring Party reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of the Insuring Party.
- 21.3 The Insuring Party shall name the other Party and the other Party's Affiliates as additional insureds on the foregoing liability insurance.
- 21.4 The Insuring Party shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, the Insuring 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 The Insuring 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."

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 grossly negligent or 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:

To Verizon:

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

with a copy to:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1320 North Court House Road
9th 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 provide the other Party with notification via email (which shall not constitute formal notice under this Agreement), including electronically readable copies of any relevant documents, of all communications which are provided via formal notice. 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

Each Party shall use the other Party'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 other Party's facilities or Services.

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 [Intentionally left blank]
- 33.3 [Intentionally left blank]

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 Receiving Party by the Providing Party, then (a) the Providing Party shall bill the Receiving Party for such Tax, as a separately stated item on the invoice, (b) the Receiving Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit

such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.

- 41.2 Taxes Imposed on the Providing Party or Receipts. With respect to any purchase of Services under this Agreement, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based on the fact that the Receiving Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Receiving 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 Receiving 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 Receiving 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 Receiving 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 Receiving Party and the Providing Party fails to bill the Receiving Party for any Tax as required by Section 41.1, then, as between the Providing Party and the Receiving Party, (a) the Receiving 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 Receiving Party for any Tax but the Receiving Party fails to remit such Tax to the Providing Party as required by Section 41.2, then, as between the Providing Party and the Receiving Party, the Receiving 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 Receiving 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 Receiving Party, the Receiving 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 Receiving Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the Providing Party and the Receiving Party, (a) the Providing Party shall be liable for any Tax imposed on its receipts and (b) the Receiving 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 Receiving 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 Receiving Party, the Receiving 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 Receiving Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Receiving 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 Receiving 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.

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.

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. Bright House shall bear rearrangement costs, termination charges, and similar costs and charges arising from its exercise of its Section 252(i) rights, to the extent required by Applicable Law..

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.

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 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 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.

Monday through Friday, except for Federal holidays.

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, or a facility or location that performs generally similar functions within a communications network. 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, that occurs on or after the Effective Date, 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.

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 reasonably equivalent functions, for the purpose of originating/terminating telecommunications. 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.

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 FCC requirements imposed in FCC orders and rulings but not so codified.

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 Information Access.

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. 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.

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.

- 2.65 IntraLATA.
Telecommunications that originate and terminate within the same LATA.
- 2.66 [Intentionally Left Blank].
- 2.67 [Intentionally left blank].
- 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 Line Side.
An End Office connection that provides transmission, switching and optional features, or equivalent functions, suitable for Customer connection to the public switched telephone network, which may include, without limitation, loop start supervision, ground start supervision and signaling for BRI-ISDN service.
- 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/101XXX) 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.

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.

- 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.
- 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. 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 to synchronize different equipment 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 Receiving Party.

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

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.

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

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.

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 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.
$$\left(\frac{\text{Interstate Traffic Total Minutes of Use (excluding Measured Internet Traffic Total Minutes of Use)}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \right) \times 100$$
. 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.
$$\left(\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}} \right) \times 100$$
. 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. For avoidance of doubt, to the extent that a Party provides connectivity to the PSTN to an entity (affiliated or otherwise) that provides Interconnected VoIP Service to End Users, such End Users shall be treated for all purposes under this Agreement in the same manner as such Party's Telephone Exchange Service customers would be treated, and such Party shall be treated, for all purposes under this Agreement, as though it were providing such Service to such End Users.

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

1. **Alternate Billed Calls**

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

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

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

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

4. **Directory Listing and Directory Distribution**

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.

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.

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.

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.

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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to ***CLEC Acronym TE***. ***CLEC Acronym TE*** shall pay Verizon

such charges in full regardless of whether or not ***CLEC Acronym TE*** collects such charges from its Customer.

- 5.3 ***CLEC Acronym TE*** 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. [Intentionally left blank]

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: 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 accessed

b or disclosed or provided to, Bright House. Notwithstanding the foregoing, nothing in this Agreement 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 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,
- 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).
 - 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).

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 [Intentionally Left Blank].

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

11. Routing for Operator Services and Directory Assistance Traffic

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

12. Unauthorized Carrier Change Charges

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

13. [Intentionally Left Blank]

INTERCONNECTION ATTACHMENT

1. General

1.1 Verizon shall provide to Bright House 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 Telecommunications. 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

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:

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.

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 Session Initiation Protocol (SIP) (modern IP signaling format). SIP-based arrangements are described in Section 3.2 of this Interconnection Attachment.

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;

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 a Party's End Users and purchasers of Switched Exchange Access Service in accordance with Sections 9 through 11 of this Attachment; and

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

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

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 unidirectional 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.

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 for three consecutive months; (b) 200,000 minutes of use for three consecutive months; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use 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, ***CLEC Acronym TE*** 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 one hundred million (100,000,000) minutes of traffic per month to each other. As long as the volume of traffic each Party sends to the other Party exceeds one hundred million (100,000,000) minutes per month and has exceeded that level for three (3) consecutive months, 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 one hundred million (100,000,000) minutes per month, 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.
 - 2.3.1 [Intentionally left blank]
 - 2.3.1.1 [Intentionally left blank]
 - 2.3.1.2 [Intentionally left blank]
 - 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.
 - 2.3.3 [Intentionally left blank].
- 2.4 Two-Way Interconnection Trunks.
 - 2.4.1 [Intentionally left blank]
 - 2.4.1.1 [Intentionally left blank]
 - 2.4.1.2 [Intentionally left blank]
 - 2.4.2 [Intentionally left blank]
 - 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 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.

2.4.13 [Intentionally left blank]

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, 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 SIP-Based Interconnection

- (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.

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 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

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.

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

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 FX and/or V/FX arrangements provided by such Party to End Users and Customers, and the amount of traffic originating with or bound for such arrangements, is not material in light of the volume of traffic exchanged between the Parties. In light of that mutual representation, the Parties agree that all traffic they exchange will be classified and rated based on the CPN or equivalent information sent in connection with the traffic, as provided for in, and subject to, Section 6.1, above.

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.

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 the November 5, 2008 FCC Internet Order, the FCC ruled that Internet Traffic is subject to Section 251(b)(5) and is therefore subject to Reciprocal Compensation, subject, however, to the rate cap and mirroring rule reaffirmed by the FCC in that 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 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].

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. This includes casually-dialed (1010XXX and 101XXXX) traffic.
- 9.2 Access Toll Connecting Trunk Group Architecture.

- 9.2.1 Bright House shall subserve one or more Verizon access Tandems. Bright House shall assign NPA/NXXs to subserve the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subserves as identified in the LERG.
- 9.2.2 Bright House and Verizon shall establish Access Toll Connecting Trunks between Bright House's network and the applicable POI(s), by which Bright House will 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.
- 9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. For traffic where Verizon provides the tandem functionality in a Meet Point Billing arrangement, 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, via the applicable POI(s), to the access Tandem(s) Verizon utilizes to provide Exchange Access in such LATA. For traffic where Bright House provides the tandem functionality in a Meet Point Billing arrangement, such trunks shall connect from Bright House's switch to each applicable Verizon End Office.
- 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.

10. Meet-Point Billing (MPB) Arrangements

- 10.1 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. 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 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.
- 10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable Routing Point/Serving Interconnection Wire Center combinations.
- 10.3 Interconnection for the MPB arrangement shall occur at each Verizon access Tandem in the LATA as to which Bright House has subserving exchanges, and

at each Bright House switch in the LATA as to which Direct End Office Trunks to any Verizon End Office Switches has been established.

- 10.4 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.
- 10.5 In general, there are four alternative MPB arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff, and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.

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

- 10.6 The rates to be billed by each Party 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 Routing Point/Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the Routing Point and the Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment.
- 10.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Interconnection Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.
- 10.8 The Party providing tandem functionality shall provide 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.
- 10.9 The Party providing End Office functionality shall provide 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.
- 10.10 All usage data to be provided pursuant to Sections 10.8 and 10.9 of this Attachment shall be sent to the following addresses:

To Bright House:

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.

- 10.11 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.
- 10.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.
- 10.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 7 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.
- 10.14 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.
- 10.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.
- 10.16 In the event 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 subtenant 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.
- 10.17 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Interconnection Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:

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

and

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

where:

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

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

In cases where Bright House performs the tandem switching functionality, the same formula shall be used to determine the Parties' respective billing percentages, substituting "Bright House" for "Verizon" and vice versa in the formula specified above.

- 10.18 For LATA XXX, within thirty (30) days of the Effective Date, and for any other LATA, within thirty (30) days of the date on which Bright House notifies Verizon of its intention to interconnect in such other LATA, the Parties shall calculate and exchange the billing percentages which should apply for MPB arrangements within LATA XXX. Within ten (10) Business Days of such delivery, the Parties shall confirm the Routing Point/Serving Interconnection Wire Center combinations and billing percentages.

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

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

- 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. At least ninety (90) days before initiating interconnection in a LATA, each Party shall provide the other Party with a one (1) -year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from

time to time. Each Party's initial traffic forecast will provide 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 next eight (8) quarters.

- 14.2.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, a Party shall provide a new or revised traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide when that Party develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (a) a Party's plans to deploy a new switch; (b) a Party's plans to implement a new POI or network architecture; (c) a Party's plans to rearrange its network; (d) Bright House plans to convert a One-Way Interconnection Trunk group to a Two-Way Interconnection Trunk group; (e) Bright House plans to convert a Two-Way Interconnection Trunk group to a One-Way Interconnection Trunk group; or (f) a Party expects a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks.
- 14.2.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement must be prepared in good faith but are not otherwise binding on 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.

- 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.
- 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.

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 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.

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

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

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.

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 [Intentionally left blank].
 - 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 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.

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 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.

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.

7. [Intentionally Left Blank]

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 for any purposes for which such UNE or Combination may be used consistent with Applicable Law. 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.

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 ***CLEC Acronym TE*** seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), ***CLEC Acronym TE*** must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, ***CLEC Acronym TE***'s request is consistent with the requirements of the TRRO and that ***CLEC Acronym TE*** is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. ***CLEC Acronym TE*** shall provide such certification using the automated method that Verizon makes available for that purpose. ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** under a non-disclosure agreement or that is otherwise available to ***CLEC Acronym TE***.

1.7.2 Provision-then-Dispute Requirements.

1.7.2.1 Upon receiving a request from ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** shall compensate Verizon for the additional charges that would apply if ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where ***CLEC Acronym TE***'s order conflicts with a provision of a Verizon Tariff, (b) in any case where ***CLEC Acronym TE***'s order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Verizon has made available to ***CLEC Acronym TE*** by notice and/or by publication on Verizon's wholesale website, (c) in any case where ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 to 47 U.S.C. § 252(b). Any reference in this

Attachment to Verizon's provision of a 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** as the process is completed in each Central Office. ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** must access Verizon's mechanized loop qualification system through the use of the on-line computer interface at www.verizon.com/wise in advance of submitting a valid electronic transmittal Service Order for xDSL service arrangements. The loop qualification information provided by Verizon gives ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** to evaluate the loop qualification information provided by Verizon and determine whether a loop meets ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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), ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** is already aware of the conditioning required (e.g., where ***CLEC Acronym TE*** has previously requested a qualification and has obtained loop characteristics), ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE***, 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE***. 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 ***CLEC Acronym TE*** requires a change in scheduling, it must contact Verizon to issue a supplement to the original Service Order. If ***CLEC Acronym TE*** cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, ***CLEC Acronym TE*** shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If ***CLEC Acronym TE*** cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** Telephone Exchange Services provisioned over Analog 2W Loops to be provided by Verizon to ***CLEC Acronym TE***:

- 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 ***CLEC Acronym TE*** does not request a coordinated cutover, Verizon will process ***CLEC Acronym TE***'s order as a new installation subject to applicable standard provisioning intervals.
- 3.3.1.2 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** and Verizon shall mutually agree on a New Conversion Time, as defined below. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.
- 3.3.1.3 ***CLEC Acronym TE*** shall provide dial tone at the ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***; and

- 3.3.1.5.2 If ***CLEC Acronym TE*** requests to reschedule outside the one (1) hour time frame above, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** will reschedule and, upon request from ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC

Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** after construction work has started, ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** and another CLEC shall be accomplished by prior negotiated arrangement between ***CLEC Acronym TE*** and the other CLEC. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***. 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 ***CLEC Acronym TE***'s engaging in Line Splitting pursuant to this Section 4, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** by Verizon under the other sections of this Agreement. Such Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE***, Verizon shall allow ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, Verizon shall provide ***CLEC Acronym

TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** may request that Verizon reactivate (if available) an unused drop and NID or provide ***CLEC Acronym TE*** with access to a drop and NID that, at the time of ***CLEC Acronym TE***'s request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).
- 6.1.2 Upon site-specific request, ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** at such terminal. If ***CLEC Acronym TE*** obtains access to a Sub-Loop Distribution Facility from a TOPIC, ***CLEC Acronym TE*** shall install a TOPIC on an easement or Right of Way obtained by ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** for any of ***CLEC Acronym TE***'s electronics in the TOPIC. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to ***CLEC Acronym TE***, 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, ***CLEC Acronym TE*** must first request that Verizon connect the

Verizon FDI to which the Sub-Loop Distribution Facility is connected to a ***CLEC Acronym TE*** TOPIC. To make such a request, ***CLEC Acronym TE*** must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s demand for access to Sub-Loop Distribution Facilities at the requested FDI. ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** 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

[For VZWest States]:

CLEC Acronym TE'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide ***CLEC Acronym TE*** with access to a Sub-Loop Distribution Facility, Verizon shall bill ***CLEC Acronym TE***, and ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** TOPIC and ***CLEC Acronym

TE*** has paid the full cost of such installation, ***CLEC Acronym TE*** can request the connection of Verizon Sub-Loop Distribution Facilities to the ***CLEC Acronym TE*** TOPIC. At the same time, ***CLEC Acronym TE*** shall advise Verizon of the services that ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** shall run any crosswires within the TOPIC.

- 6.1.8 If ***CLEC Acronym TE*** requests that Verizon reactivate an unused drop and NID, then ***CLEC Acronym TE*** shall provide dial tone (or its DSL equivalent) on the ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** dial tone or equivalent from the TOPIC. If ***CLEC Acronym TE*** requests that Verizon provide ***CLEC Acronym TE*** with access to a Sub-Loop Distribution Facility that, at the time of ***CLEC Acronym TE***'s request, Verizon is using to provide service to a Customer, then, after ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. ***CLEC Acronym TE*** 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) ***CLEC Acronym TE*** reports to Verizon a Customer trouble, (b) ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** is not available at the appointed time. If as the result of ***CLEC Acronym TE***

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 ***CLEC Acronym TE*** by Verizon. If as the result of ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** by Verizon.

6.2 [Intentionally Left Blank].

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow ***CLEC Acronym TE*** 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.

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.

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

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.
- 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 ***CLEC Acronym TE***, Verizon shall provide ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** with unbundled access to ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** may access Dark Fiber Transport only at a pre-existing Verizon accessible terminal of such Dark Fiber Transport, and ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***.
- 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** collocation arrangement.
- 8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of ***CLEC Acronym TE***'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 ***CLEC Acronym TE***'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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***. 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 ***CLEC Acronym TE***. If access to Dark Fiber Transport is not available, Verizon will notify ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber Transport for ***CLEC Acronym TE***'s use for ten (10) Business Days from ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** does not have additional requirements for collocation. The parallel provisioning process shall be used when ***CLEC Acronym TE*** requires new collocation facilities or changes to existing collocation arrangements.
- 8.2.5.4 If no order is received from ***CLEC Acronym TE*** for the reserved Dark Fiber Transport within ten (10) Business Days from ***CLEC Acronym TE***'s receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Transport that Verizon previously notified ***CLEC Acronym TE*** are available. Should ***CLEC Acronym TE*** submit an order to Verizon after the ten (10) Business Day reservation period for access to Dark Fiber Transport that Verizon has previously notified ***CLEC Acronym TE*** was available, ***CLEC Acronym TE*** assumes all risk that such Dark Fiber Transport will no longer be available.
- 8.2.5.5 Upon ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s requests for collocation, including augments, and Dark Fiber Transport.

- 8.2.5.5.3 Before ***CLEC Acronym TE*** submits a request for parallel provisioning of collocation and Dark Fiber Transport, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s collocation application has been accepted.
- 8.2.5.5.4 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s Dark Fiber Transport request, ***CLEC Acronym TE*** may cancel its collocation application within five (5) Business Days of such rejection and receive a refund of the collocation application fee paid by ***CLEC Acronym TE***, less the costs Verizon incurred to date.
- 8.2.5.5.6 If Verizon accepts ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** collocation application, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s collocation arrangement in such Verizon Central Office(s). ***CLEC Acronym TE*** will prepare such request(s) in the manner and form specified by Verizon.
- 8.2.5.5.8 If ***CLEC Acronym TE*** cancels its collocation application, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** in the condition that it is available in Verizon's network at the time that ***CLEC Acronym TE*** submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber Transport for ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** as Dark Fiber Transport.
- 8.2.11 ***CLEC Acronym TE*** shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Transport.
- 8.2.12 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** for use for Special or Switched Exchange Access Services, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** upon a showing of need to the Commission and twelve (12) months' advance written notice to ***CLEC Acronym TE***; 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, or impair Verizon's ability to meet a legal obligation.
- 8.2.15 Except as expressly set forth in this Agreement, ***CLEC Acronym TE*** may not reserve Dark Fiber Transport.
- 8.2.16 ***CLEC Acronym TE*** shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Transport accommodate the requirements of ***CLEC Acronym TE***; (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, ***CLEC Acronym TE***'s collocation arrangements with any proper optical cross connects or other equipment that ***CLEC Acronym TE*** needs to access Dark Fiber Transport before it submits an order for such access. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** places an order for the applicable Dark Fiber Transport, and that it shall maintain the same going forward.
- 8.2.17 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** may reserve the Dark Fiber Transport, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** submits an order for Dark Fiber Transport without first obtaining the results of a field survey of such Dark Fiber Transport, ***CLEC Acronym TE*** assumes all risk that the Dark Fiber Transport will not be compatible with ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** may not obtain, unbundled access to any Dark Fiber Loop; provided, however, that if ***CLEC Acronym TE*** leased a Dark Fiber Loop from Verizon as of March 11, 2005, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s request, Verizon shall provide ***CLEC Acronym TE*** with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment. Verizon shall provide ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, 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. ***CLEC Acronym TE*** must remain in compliance with said service eligibility criteria for so long as ***CLEC Acronym TE*** continues to receive the aforementioned combined or commingled facilities and/or services from Verizon and ***CLEC Acronym TE*** 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, ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** leased from Verizon as of the Effective Date of this Agreement that ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***.

- 16.2.3 Each certification to be provided by ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** failed to comply with the service eligibility criteria, then (without limiting Verizon's rights under Section 16.2.2 above) ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s compliance with the service eligibility criteria, then ***CLEC Acronym TE*** shall provide to the independent auditor for its verification a statement of ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** submits such costs to the auditor, reimburse ***CLEC Acronym TE*** for its out-of-pocket costs verified by the auditor. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable ***CLEC Acronym TE*** 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]

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.

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 provide to Bright House a complete fully machine-readable copy of such MSAG at no charge upon written request for each county within the LATA(s) in the State of Florida, where Bright House is providing Telephone Exchange Service, provided that Verizon is permitted to do so by Controlling 911 Authority.

2. ALI Database

- 2.1 Where Verizon manages the ALI Database, information regarding the ALI Database is provided electronically at the Verizon Partner Solutions website (formerly referred to as the Verizon 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:
 - 2.3.1 provide MSAG valid E-911 data for each of its End Users for the initial loading of, and any and all updates to the ALI database;

- 2.3.2 utilize the appropriate Verizon electronic interface to update E-911 data in the ALI Database related its End Users (and all such database information in the ALI Database shall conform to Verizon standards, which are provided at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website));
- 2.3.3 use its company ID on all End User records in accordance with NENA standards;
- 2.3.4 correct any errors that occur during the entry of E-911 data in the ALI Database; and
- 2.3.5 enter E-911 data into the ALI Database in accordance with NENA standards for LNP. This includes, but is not limited to, using 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 NANC guidelines regarding the processes for locking and unlocking E-911 records and the intervals applicable to such processes.
- 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.

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]

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 [Intentionally left blank]
- 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 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 of 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")].

- 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]**

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by and between

BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA) LLC

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and

VERIZON FLORIDA, LLC

Deleted: ***

FOR THE STATE OF

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TXT***

FLORIDA

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[AMENDED, EXTENDED AND RESTATED] 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.

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Verizon Company Full Name 1 TXT

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- 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, 2015 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

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- 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.

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- 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, this Agreement shall remain in effect until the Commission, in such proceeding, establishes a new agreement.

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- 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 Receiving Party has requested that functionally equivalent services continue to be provided pursuant to a Tariff or Statement of Generally Available Terms (SGAT).

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- 2.5 Other than termination for material default by the other Party 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.

3. Glossary and Attachments

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

Additional Services Attachment

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Interconnection Attachment

Resale Attachment

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

Network Elements Attachment

Collocation Attachment

911 Attachment

Pricing Attachment

4. Applicable Law

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

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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.

- 4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any Change in Applicable Law, Verizon is no longer 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, or in cases where a commercially reasonable process for the discontinuance of such Service reasonably requires a longer notice period prior to termination, 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.

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. Notwithstanding the foregoing, either Party may assign this Agreement upon written notice to the other Party, as provided for in Section 29, to an Affiliate of that Party as part of a corporate or similar reorganization or refinancing.

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<#>Upon request by Verizon, ***CLEC Acronym TE*** shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.]] <#>Assurance of payment of charges may be requested by Verizon if ***CLEC Acronym TE*** (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 ***CLEC Acronym TE*** 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.]] <#>Unless otherwise agreed by the Parties, the assurance of payment]]

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

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8.3 Bright House Certification.

Bright House represents and warrants that it has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of Florida.

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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) thirty (30) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.

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

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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 ("Recipient Party") in connection with, or anticipation of, this Agreement:

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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 Recipient Party to use and/or disclose the Customer Information);

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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";

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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 Recipient Party at the time of disclosure, and by written notice with a statement of the information given to the Recipient 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.

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

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10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement, including, without limitation, preventing the Recipient Party's retail or sales operations from learning any information provided by the Disclosing Party to the Recipient 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

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EXHIBIT 4

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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 Recipient 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.

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- 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.

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- 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 (a) a Party's material breach of any material term or condition of this Agreement; or (b) any other event specifically identified as a Default in this Agreement.

(b) In the event of Default, including without limitation non-payment of undisputed amounts due under the terms of Section 9 of this Agreement, the non-defaulting Party may suspend its performance under this Agreement or may terminate this Agreement, in whole or in part, when: (i) the non-defaulting Party provides written Notice of the Default under the terms of Section 29, which written notice shall reasonably set forth the nature of the Default and shall indicate a specific term or condition of this Agreement that constitutes the grounds for the Default; and (ii) the defaulting Party does not, within a commercially reasonable period in light of the nature of the claimed default, but in no event less than thirty (30) days after receiving written notice of the Default under Section 29, either: (i) remedy the Default or (ii) dispute, in writing and in a commercially reasonable level of detail, the assertion that it is in Default, under the dispute resolution provisions of Section 14 of this Agreement. A non-defaulting Party may not suspend performance under this Agreement or terminate this Agreement with respect to a claimed Default that is being resolved subject to the dispute resolution provisions of Section 14 of this Agreement.

(c) In the event that a non-defaulting Party chooses to terminate this Agreement, in whole or in part, the Parties shall take commercially reasonable efforts to minimize the impact of such termination on the defaulting Party's End Users and/or Customers.

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Deleted: If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

13. Discontinuance of Service

- 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

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of bankruptcy, or for any other reason, that Party shall comply with all Applicable Law regarding such discontinuance,

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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, 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.

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Deleted: to Verizon, the Commission, and each of ***CLEC Acronym TE***'s Customers. ***CLEC Acronym TE*** shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, ***CLEC Acronym TE*** shall send such notice at least thirty (30) days prior to its discontinuance of service

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<#>Should a ***CLEC Acronym TE*** Customer subsequently become a Verizon Customer, ***CLEC Acronym TE*** shall provide Verizon with all information necessary for Verizon to establish service for the ***CLEC Acronym TE*** Customer, including, but not limited to, the ***CLEC Acronym TE*** Customer's billed name, listed name, service address, and billing address, and the services being provided to the ***CLEC Acronym TE*** Customer.¶<#>Nothing in this Section 13 shall limit Verizon's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement.¶

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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. Fraud

Each Party assumes responsibility for all fraud committed by means of services provided by that Party to its Customers and/or through that Party's accounts. A Party shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to the other Party's account in cases of, fraud by the other Party's Customers or other third parties.

18. Good Faith Performance

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

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.

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:

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- 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.

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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.~~

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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 (the "Insuring 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 Insuring Party shall maintain the following insurance:~~

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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.~~

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21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to ~~the non-Insuring Party pursuant to Sections 21.4 and 21.5, and the non-Insuring Party reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of the Insuring Party.~~

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21.3 ~~The Insuring Party shall name the other Party and the other Party's Affiliates as additional insureds on the foregoing liability insurance.~~

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21.4 ~~The Insuring Party shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, the Insuring Party's insurance~~

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	<p>policies, and at such other times as <u>the other Party</u> may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to <u>the other Party</u>. <u>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]</u></p>	<div>Deleted: Verizon</div> <div>Deleted: Verizon. The</div>
21.5	<p><u>The Insuring Party</u> shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of <u>the other Party or the other Party's affiliates</u> to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish <u>the other Party</u> certificates or other adequate proof of such insurance <u>reasonably acceptable to the other Party</u> in accordance with Section 21.4.</p>	<div>Deleted: ***CLEC Acronym TE***</div> <div>Deleted: Verizon or Verizon's</div> <div>Deleted: Verizon</div> <div>Deleted: Verizon</div>
21.6	<p>Failure of <u>a Party or its</u> 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.</p>	<div>Deleted: ***CLEC Acronym TE*** or ***CLEC Acronym TE***s</div>
21.7	<p>Certificates furnished by <u>Bright House or Bright House's</u> contractors shall contain a clause stating: <u>****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.</u> <u>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."</u></p>	<div>Deleted: ***CLEC Acronym TE*** or ***CLEC Acronym TE***s</div>
22.	<p>Intellectual Property</p>	
22.1	<p>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.</p>	
22.2	<p>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.</p>	
22.3	<p>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,</p>	<div>Deleted:</div>

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

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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 grossly negligent or 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.

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26. Network Management

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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.

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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,

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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.

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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

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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

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

To Bright House:

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To Verizon:

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

with a copy to:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1320 North Court House Road
9th 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.

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29.1.4 In addition to the formal Notice procedure provided above, each Party shall provide the other Party with notification via email (which shall not constitute formal notice under this Agreement), including electronically readable copies of any relevant documents, of all communications which are provided via formal notice. 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

Each Party shall use the other Party'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 other Party's facilities or Services.

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 1.1 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.

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33.3 [Intentionally left blank]

34. Publicity and Use of Trademarks or Service Marks

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- 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.

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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.

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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.

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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 Receiving Party by the Providing Party, then (a) the Providing Party shall bill the Receiving Party for such Tax, as a separately stated item on the invoice, (b) the Receiving Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit

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such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.

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

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- 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 Receiving Party (a) shall impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

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- 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 Receiving 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 Receiving 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.

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- 41.5 Liability for Uncollected Tax, Interest and Penalty.

- 41.5.1 If the Providing Party has not received an exemption certificate from the Receiving Party and the Providing Party fails to bill the Receiving Party for any Tax as required by Section 41.1, then, as between the Providing Party and the Receiving Party, (a) the Receiving 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.

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- 41.5.2 If the Providing Party properly bills the Receiving Party for any Tax but the Receiving Party fails to remit such Tax to the Providing Party as required by Section 41.2, then, as between the Providing Party and the Receiving Party, the Receiving 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.

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- 41.5.3 If the Providing Party does not collect any Tax as required by Section 41.1 because the Receiving 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 Receiving Party, the Receiving 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 Receiving Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the Providing Party and the Receiving Party, (a) the Providing Party shall be liable for any Tax imposed on its receipts and (b) the Receiving 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 Receiving 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 Receiving Party, the Receiving 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 Receiving Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Receiving 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 Receiving 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.

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TE***¶

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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.

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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.

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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.

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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. Bright House shall bear rearrangement costs, termination charges, and similar costs and charges arising from its exercise of its Section 252(i) rights, to the extent required by Applicable Law.

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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.

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

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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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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*****

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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 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.

Deleted: Terms used in a Tariff shall have the meanings stated in the Tariff.

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.

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

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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.

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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.

Monday through Friday, except for Federal holidays.

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2.14 Calendar Quarter.

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

2.15 Calendar Year.

January through December.

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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, or a facility or location that performs generally similar functions within a communications network. 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, that occurs on or after the Effective Date, 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.

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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.

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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,

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2.26 Controlling 911 Authority.

The duly authorized state, county or local government agency empowered by law

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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2.44 EMI (Exchange Message Interface).

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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 reasonably equivalent functions, for the purpose of originating/terminating telecommunications. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

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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*

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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 Inter-carrier Compensation Regime; Inter-carrier 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 FCC requirements imposed in FCC orders and rulings but not so codified.

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'

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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.

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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.

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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 Information Access.

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. 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.

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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.

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

2.64 InterLATA Service.

Shall have the meaning set forth in the Act.

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2.65 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

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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 Line Side.

An End Office connection that provides transmission, switching and optional features, or equivalent functions, suitable for Customer connection to the public switched telephone network, which may include, without limitation, loop start supervision, ground start supervision and signaling for BRI-ISDN service.

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.

Deleted: <#>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).¶

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2.77 Maintenance Control Office.

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

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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.

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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.

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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.

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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.~~

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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. 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.

Deleted: , and all telephone numbers bearing such NPA are associated with services provided within that geographic area

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).

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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).

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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.~~

Deleted: As set forth in the Interconnection Attachment, a Point of Interconnection shall be at

Deleted: By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center or Verizon End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a ***CLEC Acronym TE*** Interconnection Wire Center, ***CLEC Acronym TE*** switch or any portion of a transport facility provided by Verizon to ***CLEC Acronym TE*** or another party between (x) a Verizon Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of ***CLEC Acronym TE*** or another party

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2.95 Primary Reference Source.

Equipment that provides a timing signal to synchronize different equipment 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.

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2.99 Receiving Party.

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

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.

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2.101 Qualifying Wholesale Services.

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

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2.102 Rate Center Area.

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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.

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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.

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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.

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).

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 V/FX 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.

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.

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.

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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.

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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.

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2.116 Tariff.

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

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

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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 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.

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

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

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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. $\{[Interstate\ Traffic\ Total\ Minutes\ of\ Use\ (excluding\ Measured\ Internet\ Traffic\ Total\ Minutes\ of\ Use) + \{Interstate\ Traffic\ Total\ Minutes\ of\ Use + Intrastate\ Traffic\ Total\ Minutes\ of\ Use\}] \times 100\}$. 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. $\{[Reciprocal\ Compensation\ Traffic\ Total\ Minutes\ of\ Use + Measured\ Internet\ Traffic\ Total\ Minutes\ of\ Use] + \{Intrastate\ Traffic\ Total\ Minutes\ of\ Use + Measured\ Internet\ Traffic\ Total\ Minutes\ of\ Use\}] \times 100\}$. 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

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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. For avoidance of doubt, to the extent that a Party provides connectivity to the PSTN to an entity (affiliated or otherwise) that provides interconnected VoIP Service to End Users, such End Users shall be treated for all purposes under this Agreement in the same manner as such Party's Telephone Exchange Service customers would be treated, and such Party shall be treated, for all purposes under this Agreement, as though it were providing such Service to such End Users.

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".

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ADDITIONAL SERVICES ATTACHMENT

1. Alternate Billed Calls

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

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

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

3. [This Section Intentionally Left Blank]

4. Directory Listing and Directory Distribution

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.

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

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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.

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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.

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(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

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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.

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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.

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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.

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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.

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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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to ***CLEC Acronym TE***. ***CLEC Acronym TE*** shall pay Verizon

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such charges in full regardless of whether or not ***CLEC Acronym TE*** collects such charges from its Customer.

- 5.3 ***CLEC Acronym TE*** 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.

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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: 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, accessed

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b, or disclosed or provided to, Bright House. Notwithstanding the foregoing, nothing in this Agreement 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.

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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.

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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.

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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.

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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 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

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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,

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.

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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).

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

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destroyed or returned by Bright House to Verizon upon the earlier of request by Verizon or the expiration or termination of this Agreement.

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- 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.

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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.

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- 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.

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- 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.

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

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- 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.

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- 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.

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- 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

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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.

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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.

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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.

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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.

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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.

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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.

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8.5.6 Bright House acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon,

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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.

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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.

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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.

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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:

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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

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- 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).
- 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 [Intentionally Left Blank].
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**

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

11. Routing for Operator Services and Directory Assistance Traffic

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

13. [Intentionally Left Blank]

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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

1. General

1.1 Verizon shall provide to Bright House 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 Telecommunications. 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.

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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:

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 Session Initiation Protocol (SIP) (modern IP signaling format). SIP-based arrangements are described in Section 3.2 of this Interconnection Attachment.

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

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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 a Party's End Users and purchasers of Switched Exchange Access Service in accordance with Sections 9 through 11 of this Attachment; and

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Telephone Exchange Service
Customers

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

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Tandem

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

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/BLV/ 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 unidirectional 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 for three consecutive months; (b) 200,000 minutes of use for three consecutive months; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use 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

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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.

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- 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, ***CLEC Acronym TE*** 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 one hundred million (100,000,000) minutes of traffic per month to each other. As long as the volume of traffic each Party sends to the other Party exceeds one hundred million (100,000,000) minutes per month and has exceeded that level for three (3) consecutive months, 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 one hundred million (100,000,000) minutes per month, 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.

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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.

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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.

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- 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 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

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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.

2.4.13 [Intentionally left blank]

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, 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.

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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 SIP-Based Interconnection

(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 QCN 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

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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

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matters, the disagreements shall be resolved as provided for in Section 14 of the General Terms and Conditions of this Agreement.

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.

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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.

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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.

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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.

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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.

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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 feasible, the Parties shall negotiate in good faith reasonable terms and

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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.

Deleted: <#>For multi-frequency (MF) signaling each Party will out pulse ten (10) digits to the other Party, unless the Parties mutually agree otherwise.¶

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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.

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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,

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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.

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

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

6.2. 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 FX and/or V/FX arrangements provided by such Party to End Users and Customers, and the amount of traffic originating with or bound for such arrangements, is not material in light of the volume of traffic exchanged between the Parties. In light of that mutual representation, the Parties agree that all traffic they exchange will be classified and rated based on the CPN or equivalent information sent in connection with the traffic, as provided for in, and subject to, Section 6.1, above.

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.

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/101XXX) 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.

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- 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 the November 5, 2008 FCC Internet Order, the FCC ruled that Internet Traffic is subject to Section 251(b)(5) and is therefore subject to Reciprocal Compensation, subject, however, to the rate cap and mirroring rule reaffirmed by the FCC in that 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 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]
- 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. This includes casually-dialed (1010XXX and 101XXXX) traffic.
- 9.2 Access Toll Connecting Trunk Group Architecture.

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Deleted: As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a ***CLEC Acronym TE*** Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, ***CLEC Acronym TE***

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Deleted: all V/FX Traffic originated by a Verizon Customer, and ***CLEC Acronym TE*** shall pay Verizon's terminating access charges for all V/FX Traffic originated by a ***CLEC Acronym TE***

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Deleted: <#>Subject to Section 8.1 of this Attachment, interstate and intrastate Exchange Access, ... [326]

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- 9.2.1 Bright House shall subtenant one or more Verizon access Tandems. Bright House shall assign NPA/NXXs to subtenant the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subtenants as identified in the LERG.
- 9.2.2 Bright House and Verizon shall establish Access Toll Connecting Trunks between Bright House's network and the applicable POI(s), by which Bright House will 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.
- 9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. For traffic where Verizon provides the tandem functionality in a Meet Point Billing arrangement, 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, via the applicable POI(s), to the access Tandem(s) Verizon utilizes to provide Exchange Access in such LATA. For traffic where Bright House provides the tandem functionality in a Meet Point Billing arrangement, such trunks shall connect from Bright House's switch to each applicable Verizon End Office.
- 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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10. Meet-Point Billing (MPB) Arrangements

- 10.1 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. 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 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.
- 10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable, Routing Point/Serving Interconnection Wire Center combinations.
- 10.3 Interconnection for the MPB arrangement shall occur at each Verizon access Tandem in the LATA as to which Bright House has subtenanting exchanges, and

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at each Bright House switch in the LATA as to which Direct End Office Trunks to any Verizon End Office Switches has been established.

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- 10.4 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.

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

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

- 10.6 The rates to be billed by each Party 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 Routing Point/Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the Routing Point and the Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment.

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- 10.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the 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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- 10.8 The Party providing tandem functionality shall provide 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.

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- 10.9 The Party providing End Office functionality shall provide 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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- 10.10 All usage data to be provided pursuant to Sections 10.8 and 10.9 of this Attachment shall be sent to the following addresses:

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To Bright House:

For Verizon:

Verizon Data Services
ATTN: MPB
1 East Telecom Parkway
Dock D

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Temple Terrace, FL 33637

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

- 10.11 ~~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.
- 10.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.
- 10.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 7 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.
- 10.14 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.
- 10.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.
- 10.16 In the event ~~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 subten 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.~~
- 10.17 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Interconnection Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:

$a / (a + b) =$ ~~Bright House~~ Billing Percentage

and

$b / (a + b) =$ Verizon Billing Percentage

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where:

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

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

In cases where Bright House performs the tandem switching functionality, the same formula shall be used to determine the Parties' respective billing percentages, substituting "Bright House" for "Verizon" and vice versa in the formula specified above.

- 10.18 For LATA XXX, within thirty (30) days of the Effective Date, and for any other LATA, within thirty (30) days of the date on which Bright House notifies Verizon of its intention to interconnect in such other LATA, the Parties shall calculate and exchange the billing percentages which should apply for MPB arrangements within LATA XXX. Within ten (10) Business Days of such delivery, the Parties shall confirm the Routing Point/Serving Interconnection Wire Center combinations and billing percentages.

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

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

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- 11.1.3.1 Bright House will provide an appropriate EMI record to Verizon and the toll free service access code service provider; Deleted: ***CLEC Acronym TE***
- 11.1.3.2 Bright House will bill the toll free service access code service provider Bright House's applicable Switched Exchange Access Tariff charges and Bright House's applicable Tariff query charges; and Deleted: ***CLEC Acronym TE***
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- 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 Deleted: ***CLEC Acronym TE***
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- 11.2.1.1 Verizon will provide an appropriate EMI record to Bright House; and Deleted: ***CLEC Acronym TE***
- 11.2.1.2 Verizon will bill Bright House Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges. Deleted: ***CLEC Acronym TE***
- 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; Deleted: ***CLEC Acronym TE***
- 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. Deleted: ***CLEC Acronym TE***
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- 11.3 When Bright House delivers untranslated 8YY calls to Verizon to be completed by Deleted: ***CLEC Acronym TE***
- 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; Deleted: ***CLEC Acronym TE***
- 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 Deleted: ***CLEC Acronym TE***
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- 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.

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- 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.
- 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

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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.

- 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.

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- 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.

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14. Joint Network Implementation and Grooming Process; Forecasting

14.1 Joint Network Implementation and Grooming Process.

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

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

14.2 Trunk Forecasting Requirements.

- 14.2.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, each Party shall provide the other Party with a one (1) -year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from

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time to time. Each Party's initial traffic forecast will provide 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 next eight (8) quarters.

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

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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.

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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.
- 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

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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.

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 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.

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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).

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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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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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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.

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RESALE ATTACHMENT

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.

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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

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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.

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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 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

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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.

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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.

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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.

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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.

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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.

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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.

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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 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

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charges for Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon in accordance with the terms of Section 4.1 above.

5. Operations Matters

5.1 Facilities.

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

5.1.2 Verizon shall have access at all reasonable times to 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.

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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.

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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.

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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.

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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.

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6. Rates and Charges

The rates and charges for Verizon Telecommunication Services purchased by Bright

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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.

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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.

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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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1.3 Bright House may use a UNE or Combination for any purposes for which such UNE or Combination may be used consistent with Applicable Law. 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.

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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.

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.

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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

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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 ***CLEC Acronym TE*** seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), ***CLEC Acronym TE*** must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, ***CLEC Acronym TE***'s request is consistent with the requirements of the TRRO and that ***CLEC Acronym TE*** is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. ***CLEC Acronym TE*** shall provide such certification using the automated method that Verizon makes available for that purpose. ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** under a non-disclosure agreement or that is otherwise available to ***CLEC Acronym TE***.

1.7.2 Provision-then-Dispute Requirements.

1.7.2.1 Upon receiving a request from ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** shall compensate Verizon for the additional charges that would apply if ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** requests disconnection of the subject facility or an alternative term

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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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where ***CLEC Acronym TE***'s order conflicts with a provision of a Verizon Tariff, (b) in any case where ***CLEC Acronym TE***'s order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Verizon has made available to ***CLEC Acronym TE*** by notice and/or by publication on Verizon's wholesale website, (c) in any case where ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 to 47 U.S.C. § 252(b). Any reference in this

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Attachment to Verizon's provision of a 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:

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- 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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

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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, ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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

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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, ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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.

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- 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, 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.

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- 3.1.12 In the former Bell Atlantic Service Areas only, "Digital Designed Loops" are comprised of designed loops that meet specific ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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");

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- 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** as the process is completed in each Central Office. ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** must access Verizon's mechanized loop qualification system through the use of the on-line computer interface at www.verizon.com/wise in advance of submitting a valid electronic transmittal Service Order for xDSL service arrangements. The loop qualification information provided by Verizon gives ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** to evaluate the loop qualification information provided by Verizon and determine whether a loop meets ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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

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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), ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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

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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 ***CLEC Acronym TE*** is already aware of the conditioning required (e.g., where ***CLEC Acronym TE*** has previously requested a qualification and has obtained loop characteristics), ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE***, 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE***. 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 ***CLEC Acronym TE*** requires a change in scheduling, it must contact Verizon to issue a supplement to the original Service Order. If ***CLEC Acronym TE*** cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, ***CLEC Acronym TE*** shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If ***CLEC Acronym TE*** cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** Telephone Exchange Services provisioned over Analog 2W Loops to be provided by Verizon to ***CLEC Acronym TE***:

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- 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 ***CLEC Acronym TE*** does not request a coordinated cutover, Verizon will process ***CLEC Acronym TE***'s order as a new installation subject to applicable standard provisioning intervals.
- 3.3.1.2 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** and Verizon shall mutually agree on a New Conversion Time, as defined below. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.
- 3.3.1.3 ***CLEC Acronym TE*** shall provide dial tone at the ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***; and

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- 3.3.1.5.2 If ***CLEC Acronym TE*** requests to reschedule outside the one (1) hour time frame above, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** will reschedule and, upon request from ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC

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Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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

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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 ***CLEC Acronym TE***, 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** after construction work has started, ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** and another CLEC shall be accomplished by prior negotiated arrangement between ***CLEC Acronym TE*** and the other CLEC. ***CLEC Acronym TE*** 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

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other CLEC must have an interconnection agreement with Verizon that permits it to engage in Line Splitting with ***CLEC Acronym TE***. 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 ***CLEC Acronym TE***'s engaging in Line Splitting pursuant to this Section 4, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** by Verizon under the other sections of this Agreement. Such Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s or the other CLEC's respective voice or data services over a Line Splitting arrangement.

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6. Sub-Loop

Subject to the conditions set forth in Section 1 of this Attachment and upon request by ***CLEC Acronym TE***, Verizon shall allow ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, Verizon shall provide ***CLEC Acronym

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TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** may request that Verizon reactivate (if available) an unused drop and NID or provide ***CLEC Acronym TE*** with access to a drop and NID that, at the time of ***CLEC Acronym TE***'s request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).
- 6.1.2 Upon site-specific request, ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** at such terminal. If ***CLEC Acronym TE*** obtains access to a Sub-Loop Distribution Facility from a TOPIC, ***CLEC Acronym TE*** shall install a TOPIC on an easement or Right of Way obtained by ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** for any of ***CLEC Acronym TE***'s electronics in the TOPIC. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to ***CLEC Acronym TE***, 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, ***CLEC Acronym TE*** must first request that Verizon connect the

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Verizon FDI to which the Sub-Loop Distribution Facility is connected to a ***CLEC Acronym TE*** TOPIC. To make such a request, ***CLEC Acronym TE*** must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s demand for access to Sub-Loop Distribution Facilities at the requested FDI. ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** 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

[For VZWest States]:

CLEC Acronym TE'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide ***CLEC Acronym TE*** with access to a Sub-Loop Distribution Facility, Verizon shall bill ***CLEC Acronym TE***, and ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** TOPIC and ***CLEC Acronym

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TE*** has paid the full cost of such installation, ***CLEC Acronym TE*** can request the connection of Verizon Sub-Loop Distribution Facilities to the ***CLEC Acronym TE*** TOPIC. At the same time, ***CLEC Acronym TE*** shall advise Verizon of the services that ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** shall run any crosswires within the TOPIC.

- 6.1.8 If ***CLEC Acronym TE*** requests that Verizon reactivate an unused drop and NID, then ***CLEC Acronym TE*** shall provide dial tone (or its DSL equivalent) on the ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** dial tone or equivalent from the TOPIC. If ***CLEC Acronym TE*** requests that Verizon provide ***CLEC Acronym TE*** with access to a Sub-Loop Distribution Facility that, at the time of ***CLEC Acronym TE***'s request, Verizon is using to provide service to a Customer, then, after ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. ***CLEC Acronym TE*** 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) ***CLEC Acronym TE*** reports to Verizon a Customer trouble, (b) ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** is not available at the appointed time. If as the result of ***CLEC Acronym TE***

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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 ***CLEC Acronym TE*** by Verizon. If as the result of ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** by Verizon.

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6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow ***CLEC Acronym TE*** 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.

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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.

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

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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.

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- 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. Deleted: ***CLEC Acronym TE***
- 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. Deleted: and cannot be installed so that ***CLEC Acronym TE***'s facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment
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- 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. Deleted: ***CLEC Acronym TE***
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- 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. Deleted: ***CLEC Acronym TE***
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- 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. Deleted: ***CLEC Acronym TE***
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- 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. Deleted: ***CLEC Acronym TE***
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- 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 Deleted: ***CLEC Acronym TE***
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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.

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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:

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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.

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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 ***CLEC Acronym TE***, Verizon shall provide ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** with unbundled access to ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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.

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- 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 ***CLEC Acronym TE*** may access Dark Fiber Transport only at a pre-existing Verizon accessible terminal of such Dark Fiber Transport, and ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***.
- 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** collocation arrangement.
- 8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of ***CLEC Acronym TE***'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 ***CLEC Acronym TE***'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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***. 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 ***CLEC Acronym TE***. If access to Dark Fiber Transport is not available, Verizon will notify ***CLEC Acronym TE***, within fifteen (15) Business Days, that no spare Dark Fiber Transport is available over the direct route nor any reasonable alternate indirect

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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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber Transport for ***CLEC Acronym TE***'s use for ten (10) Business Days from ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** does not have additional requirements for collocation. The parallel provisioning process shall be used when ***CLEC Acronym TE*** requires new collocation facilities or changes to existing collocation arrangements.
- 8.2.5.4 If no order is received from ***CLEC Acronym TE*** for the reserved Dark Fiber Transport within ten (10) Business Days from ***CLEC Acronym TE***'s receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Transport that Verizon previously notified ***CLEC Acronym TE*** are available. Should ***CLEC Acronym TE*** submit an order to Verizon after the ten (10) Business Day reservation period for access to Dark Fiber Transport that Verizon has previously notified ***CLEC Acronym TE*** was available, ***CLEC Acronym TE*** assumes all risk that such Dark Fiber Transport will no longer be available.
- 8.2.5.5 Upon ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s requests for collocation, including augments, and Dark Fiber Transport.

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- 8.2.5.5.3 Before ***CLEC Acronym TE*** submits a request for parallel provisioning of collocation and Dark Fiber Transport, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s collocation application has been accepted.
- 8.2.5.5.4 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s Dark Fiber Transport request, ***CLEC Acronym TE*** may cancel its collocation application within five (5) Business Days of such rejection and receive a refund of the collocation application fee paid by ***CLEC Acronym TE***, less the costs Verizon incurred to date.
- 8.2.5.5.6 If Verizon accepts ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** collocation application, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s collocation arrangement in such Verizon Central Office(s). ***CLEC Acronym TE*** will prepare such request(s) in the manner and form specified by Verizon.
- 8.2.5.5.8 If ***CLEC Acronym TE*** cancels its collocation application, ***CLEC Acronym TE*** must also submit a cancellation for the unbundled Dark

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Fiber Transport provisioned to the temporary location in the Verizon Central Office(s).

- 8.2.6 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** in the condition that it is available in Verizon's network at the time that ***CLEC Acronym TE*** submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber Transport for ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** as Dark Fiber Transport.
- 8.2.11 ***CLEC Acronym TE*** shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Transport.
- 8.2.12 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** for use for Special or Switched Exchange Access Services, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** upon a showing of need to the Commission and twelve (12) months' advance written notice to ***CLEC Acronym TE***; and

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- 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, or impair Verizon's ability to meet a legal obligation.
- 8.2.15 Except as expressly set forth in this Agreement, ***CLEC Acronym TE*** may not reserve Dark Fiber Transport.
- 8.2.16 ***CLEC Acronym TE*** shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Transport accommodate the requirements of ***CLEC Acronym TE***; (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, ***CLEC Acronym TE***'s collocation arrangements with any proper optical cross connects or other equipment that ***CLEC Acronym TE*** needs to access Dark Fiber Transport before it submits an order for such access. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** places an order for the applicable Dark Fiber Transport, and that it shall maintain the same going forward.
- 8.2.17 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** may reserve the Dark Fiber Transport, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If ***CLEC Acronym TE*** submits an order for access to such Dark Fiber Transport after passage of the foregoing ten (10) Business Day reservation period, Verizon

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does not guarantee or warrant the Dark Fiber Transport will be available when Verizon receives such order, and ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** submits an order for Dark Fiber Transport without first obtaining the results of a field survey of such Dark Fiber Transport, ***CLEC Acronym TE*** assumes all risk that the Dark Fiber Transport will not be compatible with ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** may not obtain, unbundled access to any Dark Fiber Loop; provided, however, that if ***CLEC Acronym TE*** leased a Dark Fiber Loop from Verizon as of March 11, 2005, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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.

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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.

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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.

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9.4 In no case shall Bright House remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

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9.5 In no case shall Bright House remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

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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.

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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:

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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.

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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.

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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).

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11. Dedicated Transport

11.1 Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at ***CLEC Acronym TE***'s request, Verizon shall provide ***CLEC Acronym TE*** with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment. Verizon shall provide ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** shall not request or obtain, unbundled access to shared

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(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, ***CLEC Acronym TE*** has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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.

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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.

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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.

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- 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.

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- 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.

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- 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

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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.

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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

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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.

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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 ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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.

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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 ***CLEC Acronym TE***, 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. ***CLEC Acronym TE*** must remain in compliance with said service eligibility criteria for so long as ***CLEC Acronym TE*** continues to receive the aforementioned combined or commingled facilities and/or services from Verizon and ***CLEC Acronym TE*** 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, ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** leased from Verizon as of the Effective Date of this Agreement that ***CLEC Acronym TE*** 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

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EEL circuit is or becomes noncompliant as described in this Section 16.2 and ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***.

- 16.2.3 Each certification to be provided by ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** failed to comply with the service eligibility criteria, then (without limiting Verizon's rights under Section 16.2.2 above) ***CLEC Acronym TE*** 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

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Verizon. Should the independent auditor confirm ***CLEC Acronym TE***'s compliance with the service eligibility criteria, then ***CLEC Acronym TE*** shall provide to the independent auditor for its verification a statement of ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** submits such costs to the auditor, reimburse ***CLEC Acronym TE*** for its out-of-pocket costs verified by the auditor. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable ***CLEC Acronym TE*** 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

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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.

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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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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.

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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 provide to Bright House a complete fully machine-readable copy of such MSAG at no charge upon written request for each county within the LATA(s) in the State of Florida, where Bright House is providing Telephone Exchange Service, provided that Verizon is permitted to do so by Controlling 911 Authority.

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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:
 - 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;

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- 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 NANC guidelines regarding the processes for locking and unlocking E-911 records and the intervals applicable to such processes. Deleted: ***CLEC Acronym TE***
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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: ***CLEC Acronym TE***
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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. Deleted: ***CLEC Acronym TE***
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- 3.2 In order to interconnect with Verizon for the transmission and routing of 911/E-911 Calls, Bright House shall: Deleted: ***CLEC Acronym TE***
- 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; Deleted: ***CLEC Acronym TE***
- 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; Deleted: ***CLEC Acronym TE***
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- 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.

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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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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.

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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 ~~[Intentionally left blank]~~
- 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 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

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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: <#>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 [330])

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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.

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- 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.

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- 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.

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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).

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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.

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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.

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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).

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[INSERT APPLICABLE STATE APPENDIX A HERE]

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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]

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

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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.

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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.

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- 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.

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- 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.

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3. Transmission Characteristics.

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- 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].

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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.

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- 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.

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- 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.

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- 4.4 The Data Communication Channel shall be disabled between the Verizon and Bright House Add Drop Multiplexers of FM No. [XX].

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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].

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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].

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- 6.2 For one-way trunk arrangements, Verizon will control the CFA for the subterminating facilities and trunks connected to Verizon's slots and Bright House will control the CFA for the subterminating facilities and trunks connected to Bright House's slots.

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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].

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- 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].

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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.

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- 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.

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- 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].

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- 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.

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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

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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

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Exhibit A-1

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

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City, State

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Assurance of Payment	

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

Assurance of payment of charges may be requested by Verizon if ***CLEC Acronym TE*** (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 ***CLEC Acronym TE*** 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.

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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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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Verizon may (but is not obligated to) draw on the letter of credit upon notice to ***CLEC Acronym TE*** in respect of any amounts to be paid by ***CLEC Acronym TE*** hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.	
If Verizon draws on the letter of credit, upon request by Verizon, ***CLEC Acronym TE*** shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.	
Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as ***CLEC Acronym TE*** has provided Verizon with such assurance of payment.	

The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve ***CLEC Acronym TE*** 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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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.

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.

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Intercept and Referral Announcements

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

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

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

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; and, (b) any ***CLEC Acronym TE*** Usage Information (as defined in Section 8.1.6 of this Attachment)

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

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Author

Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and ***CLEC Acronym TE***, ***CLEC Acronym TE***, at its own expense, shall:

provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or

obtain transport to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third party, or, (b) if Verizon offers such transport pursuant to a Verizon access Tariff, from Verizon.

Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and ***CLEC Acronym TE***, Verizon, at its own expense, shall provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

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Author

On a semi-annual basis, ***CLEC Acronym TE*** shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Interconnection Trunks that ***CLEC Acronym TE*** anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between ***CLEC Acronym TE*** and Verizon. ***CLEC Acronym TE***'s trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.

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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

Page 67: [319] Deleted	Author Attachment; it being understood and agreed that Verizon shall charge (and ***CLEC Acronym TE*** shall pay Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic ***CLEC Acronym TE*** physically delivers to a POI at the Verizon Interconnection Wire Center in which the terminating Verizon End Office is located, and otherwise that Verizon shall charge (***CLEC 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 also being understood and agreed that ***CLEC Acronym TE*** shall charge (and Verizon shall pay ***CLEC Acronym TE*** the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Verizon delivers to ***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.
Page 67: [320] Deleted	Author . When Toll Traffic is delivered over the same Interconnection Trunks as Reciprocal Compensation Traffic,
Page 67: [321] Deleted	Author port, transport or other applicable access charges related to the delivery of Toll Traffic from the technically feasible Point of Interconnection on Verizon's network in a LATA to the terminating Party's Customer shall be prorated so as to apply only to the Toll Traffic.
Page 67: [322] Deleted	Author (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic), Information Access, or exchange services for Exchange Access or Information Access
Page 67: [323] Deleted	Author Reciprocal Compensation shall not apply to Internet Traffic. Reciprocal Compensation shall not apply to
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all V/FX Traffic originated by a Verizon Customer, and ***CLEC Acronym TE*** shall pay Verizon's terminating access charges for all V/FX Traffic originated by a ***CLEC Acronym TE*** Customer.

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The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by ***CLEC Acronym TE*** to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to ***CLEC Acronym TE***.

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

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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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The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.

In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.

In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.

EXHIBIT 5

Verizon Template Agreement

DOCUMENT NUMBER-DATE

11074 NOV-38

FPSC-COMMISSION CLERK

[AMENDED, EXTENDED AND RESTATED] AGREEMENT]

by and between

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

and

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

FOR THE STATE OF

[STATE]

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[AMENDED, EXTENDED AND RESTATED] AGREEMENT]

PREFACE

This [Amended, Extended and Restated] Agreement ("Agreement") shall be deemed effective as of ***Date DT*** (the "Effective Date"), between ***CLEC Full Name TE*** ("***CLEC Acronym TE***"), a corporation organized under the laws of the ***CLEC Incorporation State-Commonwealth TE*** of ***CLEC State of Incorporation MC***, with offices at ***CLEC Address 1 TE***, ***CLEC City TE***, ***CLEC State MC*** ***CLEC Zip TE*** and ***Verizon Company Full Name 1 TXT*** ("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 ***CLEC Acronym TE*** may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

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

1. The Agreement

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

assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and ***CLEC Acronym TE***.

- 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 ***Date CO*** (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

3. Glossary and Attachments

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

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

4. Applicable Law

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of [State], without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.
 - 4.6.1 Notwithstanding Section 4.6 above, to the extent Verizon is required by a change in Applicable Law to provide to ***CLEC Acronym TE*** a Service that is not offered under this Agreement to ***CLEC Acronym TE***, the terms, conditions and prices for such Service (including, but not limited to, the terms and conditions defining the Service and stating when and where the Service will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties in a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of

Section 252 of the Act. In no event shall Verizon be required to provide any such Service in the absence of such a Verizon Tariff or amendment.

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

5. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement.

6. Assurance of Payment

- 6.1 Upon request by Verizon, ***CLEC Acronym TE*** shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.
- 6.2 Assurance of payment of charges may be requested by Verizon if ***CLEC Acronym TE*** (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 ***CLEC Acronym TE*** by Verizon or its Affiliates, (c) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 6.3 Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to ***CLEC Acronym TE*** in connection with this Agreement. If ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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.

- 6.4 [Intentionally Left Blank].
- 6.5 [Intentionally Left Blank].
- 6.6 Verizon may (but is not obligated to) draw on the letter of credit upon notice to ***CLEC Acronym TE*** in respect of any amounts to be paid by ***CLEC Acronym TE*** hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 6.7 If Verizon draws on the letter of credit, upon request by Verizon, ***CLEC Acronym TE*** shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.
- 6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as ***CLEC Acronym TE*** has provided Verizon with such assurance of payment.
- 6.9 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve ***CLEC Acronym TE*** from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

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

- 7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

- 8.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the ***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 ***CLEC Acronym TE*** represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the ***CLEC Incorporation State-Commonwealth TE*** of ***CLEC State of Incorporation MC***, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 ***CLEC Acronym TE*** Certification.

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as ***CLEC Acronym TE*** has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of [State]. ***CLEC Acronym TE*** shall not place any Orders under this Agreement until it has obtained such authorization. ***CLEC Acronym TE*** shall provide proof of such authorization to Verizon upon request.

9. Billing and Payment; Disputed Amounts

- 9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.
- 9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.
- 9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 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.

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

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

- 10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:
- 10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and
 - 10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the

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

- 10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:
 - 10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
 - 10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
 - 10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
 - 10.4.4 is independently developed by the Receiving Party;
 - 10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - 10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it

as confidential and restrict its use to purposes related to the proceeding pending before it.

- 10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 10.7 The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.
- 10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

11. Counterparts

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

12. Default

If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

13. Discontinuance of Service by *CLEC Acronym TE*****

- 13.1 If ***CLEC Acronym TE*** proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, ***CLEC Acronym TE*** shall send written notice of such discontinuance to Verizon, the Commission, and each of ***CLEC Acronym TE***'s Customers. ***CLEC Acronym TE*** shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, ***CLEC Acronym TE*** shall send such notice at least thirty (30) days prior to its discontinuance of service.
- 13.2 Such notice must advise each ***CLEC Acronym TE*** Customer that unless action is taken by the ***CLEC Acronym TE*** Customer to switch to a different carrier prior to ***CLEC Acronym TE***'s proposed discontinuance of service, the ***CLEC Acronym TE*** Customer will be without the service provided by ***CLEC Acronym TE*** to the ***CLEC Acronym TE*** Customer.
- 13.3 Should a ***CLEC Acronym TE*** Customer subsequently become a Verizon Customer, ***CLEC Acronym TE*** shall provide Verizon with all information necessary for Verizon to establish service for the ***CLEC Acronym TE***

Customer, including, but not limited to, the ***CLEC Acronym TE*** Customer's billed name, listed name, service address, and billing address, and the services being provided to the ***CLEC Acronym TE*** Customer.

- 13.4 Nothing in this Section 13 shall limit Verizon's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement.

14. Dispute Resolution

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

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

17. Fraud

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

18. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed. If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Agreement, 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.

19. Headings

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

20. Indemnification

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

20.2 Indemnification Process.

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

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

21. Insurance

- 21.1 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** shall maintain the following insurance:
- 21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.
- 21.1.2 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.
- 21.1.3 Excess Liability Insurance, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
- 21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 per occurrence.
- 21.1.5 All risk property insurance on a full replacement cost basis for all of ***CLEC Acronym TE***'s real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.
- 21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Sections 21.4 and 21.5, and Verizon reserves

the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of ***CLEC Acronym TE***.

- 21.3 ***CLEC Acronym TE*** shall name Verizon and Verizon's Affiliates as additional insureds on the foregoing liability insurance.
- 21.4 ***CLEC Acronym TE*** shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, ***CLEC Acronym TE***'s insurance policies, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director-Negotiations, Verizon Partner Solutions, 600 Hidden Ridge, HQEWMNOTICES, Irving, TX 75038.
- 21.5 ***CLEC Acronym TE*** shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 21.4.
- 21.6 Failure of ***CLEC Acronym TE*** or ***CLEC Acronym TE***'s 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 ***CLEC Acronym TE*** or ***CLEC Acronym TE***'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."

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 ***CLEC Acronym TE*** agrees that the Services provided by Verizon hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Verizon and Verizon's vendors. Verizon agrees to advise ***CLEC Acronym TE***, directly or through a third party, of any such terms, conditions or restrictions that may limit any ***CLEC Acronym TE*** use of a Service provided by Verizon that is otherwise permitted by this Agreement. At ***CLEC Acronym TE***'s written request, to the extent required by Applicable Law, Verizon will use Verizon's best efforts, as commercially practicable, to obtain intellectual property rights from Verizon's vendor to allow ***CLEC Acronym TE*** to use the Service in the same manner as Verizon that are coextensive with Verizon's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Verizon has obtained Verizon's intellectual property rights. ***CLEC Acronym TE*** shall reimburse Verizon for the cost of obtaining such rights.

23. Joint Work Product

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

24. Law Enforcement

- 24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Liability

- 25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a

Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

- 25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.
- 25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.
- 25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:
- 25.5.1 under Sections 20, Indemnification, or 41, Taxes.
 - 25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.
 - 25.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
 - 25.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - 25.5.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or
 - 25.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 25.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 25.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

26. Network Management

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

27. Non-Exclusive Remedies

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

28. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable

efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

29. Notices

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

29.1.1 shall be in writing;

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

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

To ***CLEC Acronym TE***:

To Verizon:

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

with a copy to:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1320 North Court House Road
9th 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.

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

30. Ordering and Maintenance

CLEC Acronym TE shall use Verizon's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If Verizon has not yet deployed an electronic capability for ***CLEC Acronym TE*** to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, ***CLEC Acronym TE*** shall use such other processes as Verizon has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission).

31. Performance Standards

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

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

32. Point of Contact for *CLEC Acronym TE*** Customers**

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

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

33. Predecessor Agreements

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

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

33.1.2 any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of [State] 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 changes in Applicable Law; (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (e) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.
- 37.2 ***CLEC Acronym TE*** acknowledges ***CLEC Acronym TE*** has been advised by Verizon that it is Verizon's position that this Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.

38. Subcontractors

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

39. Successors and Assigns

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

40. Survival

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

41. Taxes

- 41.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.
- 41.2 Taxes Imposed on the Providing Party or Receipts. With respect to any purchase of Services under this Agreement, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party shall 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 fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

- 41.7 Notices. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 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 ***CLEC Acronym TE***:

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, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate ***CLEC Acronym TE***'s ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. ***CLEC Acronym TE*** shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

43. Territory

- 43.1 This Agreement applies to the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the State of [State]. Verizon shall be obligated to provide Services under this Agreement only within this territory.
- 43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide ***CLEC Acronym TE*** with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice.

44. Third Party Beneficiaries

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

45. [This Section Intentionally Left Blank]

46. 252(i) Obligations

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

47. Use of Service

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

48. Waiver

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

49. Warranties

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

50. Withdrawal of Services

50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to ***CLEC Acronym TE***.

50.2 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with thirty (30) days prior written notice to ***CLEC 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.

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

2. Definitions

- 2.1 Act.

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

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

Shall have the meaning set forth in the Act.
- 2.4 Agent.

An agent or servant.
- 2.5 Agreement.

This Agreement, as defined in Section 1 of the General Terms and Conditions.
- 2.6 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 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, applicable to each Party's performance of its obligations under this Agreement. For the avoidance of any doubt, when used in relation to unbundled Network Elements or Combinations of unbundled Network Elements, the term "Applicable Law" means the Federal Unbundling Rules.

2.10 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.

Monday through Friday, except for holidays observed by Verizon.

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 [Intentionally Left Blank].

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 [State]. ***CLEC Acronym TE*** is or shortly will become 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.

State Commission TXT.

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.

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

2.30 Customer.

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 is not feasible to route that 911/E-911 Call to the Designated PSAP.

2.35 Designated PSAP.

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

2.36 Digital Signal Level.

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

2.37 Discontinued Facility.

Any facility, element, arrangement or the like that the Federal Unbundling Rules do not require Verizon to provide on an unbundled basis to ***CLEC Acronym TE***, 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 for the purpose of originating/terminating calls. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.46 [Intentionally Left Blank].

2.47 Exchange Access.

Shall have the meaning set forth in the Act.

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.

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.

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

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 Information Access.

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

2.61 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.

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

2.64 InterLATA Service.

Shall have the meaning set forth in the Act.

2.65 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.66 [Intentionally Left Blank].

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 Line Side.

An End Office connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network,

including loop start supervision, ground start supervision and signaling for BRI-ISDN service.

2.75 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 resold Telecommunications Services and Network Elements.

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 Telecommunications facilities within the Interconnection Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

2.79 Measured Internet Traffic.

Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined by Verizon. 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/101XXX) 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.

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 [Intentionally Left Blank].

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).

The Verizon provided interface terminating Verizon's Telecommunications network on the property where the Customer's service is located at a point determined by Verizon. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon's network.

2.87 911/E-911 Call(s).

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

2.88 911/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 all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access

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

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

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

2.95 Primary Reference Source.

Equipment that provides a timing signal to synchronize network elements.

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.

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. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

2.103 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, 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 originated by a Customer of one Party on that Party's network and terminated to 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. Reciprocal

Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) 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 V/FX 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.

2.107 Retail Prices.

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 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 ***CLEC Acronym TE*** 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 applicable Federal or state tariff of a Party, as amended from time to time; or

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 a Service.

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

2.117 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 is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.

2.124 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.
$$\left(\frac{\text{Interstate Traffic Total Minutes of Use}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \times 100 \right)$$
. 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 Measured Internet Traffic by the combined total number of minutes of intrastate traffic and Measured Internet Traffic.
$$\left(\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}} \times 100 \right)$$
. 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 xDSL.

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

ADDITIONAL SERVICES ATTACHMENT

1. Alternate Billed Calls

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

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

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

3. [This Section Intentionally Left Blank]

4. Directory Listing and Directory Distribution

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

4.1 Listing Information.

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

4.2 Listing Information Supply.

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

4.3 Listing Inclusion and Distribution.

Verizon shall include each ***CLEC Acronym TE*** Customer's primary listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such ***CLEC Acronym

TE*** Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of ***CLEC Acronym TE***'s Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. ***CLEC Acronym TE*** shall pay Verizon's Tariffed charges for additional, foreign, and other listings products (as documented in local Tariff) for ***CLEC Acronym TE***'s Customers.

4.4 Verizon Information.

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

4.5 Confidentiality of Listing Information.

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

4.6 Accuracy.

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

4.7 Indemnification.

CLEC Acronym TE shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, ***CLEC Acronym TE*** warrants to Verizon that ***CLEC Acronym TE*** has the right to provide such Listing Information to Verizon on behalf of its Customers. ***CLEC Acronym TE*** shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. ***CLEC Acronym TE*** agrees to release,

defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by ***CLEC Acronym TE*** hereunder.

4.8 Liability.

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

4.9 Service Information Pages.

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

4.10 Directory Publication.

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

4.11 Other Directory Services.

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

5. Voice Information Service Traffic

- 5.1** For purposes of this Section 5, (a) Voice Information Service means a service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of 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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to ***CLEC Acronym TE***. ***CLEC Acronym TE*** shall pay Verizon such charges in full regardless of whether or not ***CLEC Acronym TE*** collects such charges from its Customer.
- 5.3 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** exercises such option, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** to route Voice Information Service Traffic originated on its network to Verizon. For such Voice Information Service Traffic, unless ***CLEC Acronym TE*** has entered into a written agreement with Verizon under which ***CLEC Acronym TE*** will collect from ***CLEC Acronym TE***'s Customer and remit to Verizon the Voice Information Service provider's charges, ***CLEC Acronym TE*** shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to ***CLEC Acronym TE***. ***CLEC Acronym TE*** shall pay Verizon such charges in full regardless of whether or not ***CLEC Acronym TE*** collects such charges from its own Customer.

6. Intercept and Referral Announcements

- 6.1 When a Customer changes its service provider from Verizon to ***CLEC Acronym TE***, or from ***CLEC Acronym TE*** to Verizon, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.
- 6.2 Referral Announcements shall be provided, in the case of business Customers, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number.

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

7. Originating Line Number Screening (OLNS)

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

8. Operations Support Systems (OSS) Services

8.1 Definitions.

The terms listed below shall have the meanings stated below:

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

8.2 Verizon OSS Services.

- 8.2.1 Upon request by ***CLEC Acronym TE***, Verizon shall provide to ***CLEC Acronym TE*** Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.
- 8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of ***CLEC Acronym TE***.
- 8.2.3 To the extent required by Applicable Law, in providing Verizon OSS Services to ***CLEC Acronym TE***, Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon OSS Services. Verizon's OSS Change Management Guidelines will be set out on a Verizon website.

8.3 ***CLEC Acronym TE*** Usage Information.

- 8.3.1 Upon request by ***CLEC Acronym TE***, Verizon shall provide to ***CLEC Acronym TE*** ***CLEC Acronym TE*** Usage Information. Such ***CLEC Acronym TE*** Usage Information will be provided in accordance with, but only to the extent required by, Applicable Law.
- 8.3.2 ***CLEC Acronym TE*** Usage Information will be available to ***CLEC Acronym TE*** through Network Data Mover (NDM) or other such media as mutually agreed by both Parties.
- 8.3.3 ***CLEC Acronym TE*** Usage Information will be provided in an ATIS EMI format.
- 8.3.4 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, ***CLEC Acronym TE*** Usage Information will be provided to ***CLEC Acronym TE*** shall be determined by Verizon.

8.4 Access to and Use of Verizon OSS Facilities.

- 8.4.1 Verizon OSS Facilities may be accessed and used by ***CLEC Acronym TE*** only to the extent necessary for ***CLEC Acronym TE***'s access to and use of Verizon OSS Services pursuant to this Agreement.
- 8.4.2 Verizon OSS Facilities may be accessed and used by ***CLEC Acronym TE*** only to provide Telecommunications Services to ***CLEC Acronym TE*** Customers.
- 8.4.3 ***CLEC Acronym TE*** shall restrict access to and use of Verizon OSS Facilities to ***CLEC Acronym TE***. This Section 8 does not

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

- 8.4.4 ***CLEC Acronym TE*** shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for ***CLEC Acronym TE***'s use under this Section 8.
- 8.4.5 ***CLEC Acronym TE*** shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).
- 8.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by ***CLEC Acronym TE*** only in connection with ***CLEC Acronym TE***'s use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by ***CLEC Acronym TE*** as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by ***CLEC Acronym TE*** to Verizon upon the earlier of request by Verizon or the expiration or termination of this Agreement.
- 8.4.7 ***CLEC Acronym TE***'s employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for ***CLEC Acronym TE***'s access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** a non-exclusive license to use Verizon OSS Information.
- 8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, ***CLEC Acronym TE*** shall acquire no rights in or to any Verizon OSS Information.
- 8.5.3 The provisions of this Section 8.5.3 shall apply to all Verizon OSS Information, except (a) ***CLEC Acronym TE*** Usage Information, (b) CPNI of ***CLEC Acronym TE***, and (c) CPNI of a Verizon Customer or a ***CLEC Acronym TE*** Customer, to the extent the Customer has authorized ***CLEC Acronym TE*** to use the CPNI.

- 8.5.3.1 Verizon OSS Information may be accessed and used by ***CLEC Acronym TE*** only to provide Telecommunications Services to ***CLEC Acronym TE*** Customers.
- 8.5.3.2 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** any right or license to grant sublicenses to other persons, or permission to other persons (except ***CLEC Acronym TE***'s employees, agents or contractors, in accordance with Section 8.5.3.4 of this Attachment), to access, use or disclose Verizon OSS Information.
- 8.5.3.4 ***CLEC Acronym TE***'s employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for ***CLEC Acronym TE***'s access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by ***CLEC Acronym TE***'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 ***CLEC Acronym TE***'s license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by ***CLEC Acronym TE*** to provide Telecommunications Services to ***CLEC Acronym TE*** Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of this Agreement.
- 8.5.3.6 All Verizon OSS Information received by ***CLEC Acronym TE*** shall be destroyed or returned by ***CLEC Acronym TE*** 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), ***CLEC Acronym TE***'s access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of this Agreement.
- 8.5.5 Audits.
 - 8.5.5.1 Verizon shall have the right (but not the obligation) to audit ***CLEC Acronym TE*** to ascertain whether ***CLEC Acronym TE*** is complying with the requirements of

Applicable Law and this Agreement with regard to ***CLEC Acronym TE***'s access to, and use and disclosure of, Verizon OSS Information.

8.5.5.2 Without in any way limiting any other rights Verizon may have under this Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor ***CLEC Acronym TE***'s access to and use of Verizon OSS Information which is made available by Verizon to ***CLEC Acronym TE*** pursuant to this Agreement, to ascertain whether ***CLEC Acronym TE*** is complying with the requirements of Applicable Law and this Agreement, with regard to ***CLEC Acronym TE***'s access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor ***CLEC Acronym TE***'s access to and use of Verizon OSS Information which is made available by Verizon to ***CLEC Acronym TE*** through Verizon OSS Facilities.

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

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

8.6 Liabilities and Remedies.

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

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

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

8.7 Relation to Applicable Law.

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

8.8 Cooperation.

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

8.8.1 Upon request by Verizon, ***CLEC Acronym TE*** shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Verizon reasonable, good faith estimates of the volume of each type of OSS transaction that ***CLEC Acronym TE*** anticipates submitting in each week of the next Calendar Quarter.

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

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

8.9 Verizon Access to Information Related to ***CLEC Acronym TE*** Customers.

8.9.1 Verizon shall have the right to access, use and disclose information related to ***CLEC Acronym TE*** Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the ***CLEC Acronym TE*** Customer in the manner required by Applicable Law.

8.9.2 Upon request by Verizon, ***CLEC Acronym TE*** shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to ***CLEC Acronym TE***'s operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to ***CLEC Acronym TE*** Customers (as authorized by the applicable ***CLEC Acronym TE*** Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

8.10 [Intentionally Left Blank].

8.11 Cancellations.

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

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

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

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

10. Telephone Numbers

10.1 This Section applies in connection with ***CLEC Acronym TE*** Customers served by Telecommunications Services provided by Verizon to ***CLEC Acronym TE*** for resale.

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

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

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

- 10.5 If service on a VTS provided by Verizon to ***CLEC Acronym TE*** under this Agreement is terminated and the telephone numbers associated with such VTS have not been ported to a ***CLEC Acronym TE*** switch, the telephone numbers shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon Customers, ***CLEC Acronym TE***, or Telecommunications Carriers other than Verizon and ***CLEC Acronym TE***.
- 10.6 ***CLEC Acronym TE*** may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone numbers.

11. Routing for Operator Services and Directory Assistance Traffic

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

12. Unauthorized Carrier Change Charges

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

13. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [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.

INTERCONNECTION ATTACHMENT

1. General

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

2. Points of Interconnection and Trunk Types

2.1 Point(s) of Interconnection.

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

2.2 Trunk Types.

- 2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:
 - 2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic, and, Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment;
 - 2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between ***CLEC Acronym TE*** Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem in accordance with Sections 9 through 11 of this Attachment; and
 - 2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated

IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.

- 2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E-911 Trunks) or in other separate agreements between the Parties (e.g., directory assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic).
- 2.2.3 In accordance with the terms of this Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).
- 2.2.4 ***CLEC Acronym TE*** shall establish, at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Verizon Tandem in a LATA with a subtending End Office(s) to which ***CLEC Acronym TE*** originates calls for Verizon to terminate.
- 2.2.5 In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; (b) 200,000 minutes of use for a single month; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month: (i) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing 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, ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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.
- 2.3 One-Way Interconnection Trunks.
 - 2.3.1 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from ***CLEC Acronym TE*** to Verizon, ***CLEC Acronym TE***, at ***CLEC Acronym TE***'s own expense, shall:

- 2.3.1.1 provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or
 - 2.3.1.2 obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third party, or, (b) if Verizon offers such transport pursuant to a Verizon access Tariff, from Verizon.
 - 2.3.2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from ***CLEC Acronym TE*** to Verizon with a utilization level of less than sixty percent (60%) for final trunk groups and eighty-five percent (85%) for high usage trunk groups, unless the Parties agree otherwise, ***CLEC Acronym TE*** will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for all final trunk groups and eighty-five percent (85%) for all high usage trunk groups. In the event ***CLEC Acronym TE*** fails to submit an ASR to disconnect One-Way Interconnection Trunks as required by this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and ***CLEC Acronym TE*** shall pay) for the excess Interconnection Trunks at the rates set forth in the Pricing Attachment.
 - 2.3.3 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Verizon to ***CLEC Acronym TE***, Verizon, at Verizon's own expense, shall provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.
- 2.4 Two-Way Interconnection Trunks.
 - 2.4.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and ***CLEC Acronym TE***, ***CLEC Acronym TE***, at its own expense, shall:
 - 2.4.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or
 - 2.4.1.2 obtain transport to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third party, or, (b) if Verizon offers such transport pursuant to a Verizon access Tariff, from Verizon.
 - 2.4.2 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and ***CLEC Acronym TE***, Verizon, at its own expense, shall provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.
 - 2.4.3 Prior to establishing any Two-Way Interconnection Trunks, ***CLEC Acronym TE*** 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 On a semi-annual basis, ***CLEC Acronym TE*** shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Interconnection Trunks that ***CLEC Acronym TE*** anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between ***CLEC Acronym TE*** and Verizon. ***CLEC Acronym TE***'s trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.
- 2.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on 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 agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. ***CLEC Acronym TE*** shall order Two-Way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. ***CLEC

Acronym TE*** shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.

- 2.4.11 Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and ***CLEC Acronym TE*** has not notified Verizon that it has corrected such blocking, Verizon may submit to ***CLEC Acronym TE*** a Trunk Group Service Request directing ***CLEC Acronym TE*** to remedy the blocking. Upon receipt of a Trunk Group Service Request, ***CLEC Acronym TE*** 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 five (5) Business Days.
- 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. ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event ***CLEC Acronym TE*** fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and ***CLEC Acronym TE*** shall pay) for the excess Interconnection Trunks at the applicable Verizon rates.
- 2.4.13 Because Verizon will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and ***CLEC 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.
- 2.4.14 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** to a Verizon End Office will first be routed to the End Office Interconnection Trunk group between ***CLEC Acronym TE*** and the Verizon End Office.

3. Alternative Interconnection Arrangements

3.1 Fiber Meet Arrangement Provisions.

- 3.1.1 Each Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party if each of the following conditions has been met: (a) the Parties have consistently been exchanging an amount of applicable traffic (as set forth in Section 3.1.3 below) in the relevant exchanges equal to at least one (1) DS-3 and (b) neither ***CLEC Acronym TE*** nor any of ***CLEC Acronym TE***'s affiliates has an overdue balance on any bill rendered to ***CLEC Acronym TE*** or ***CLEC Acronym TE***'s affiliates for charges that are not subject to a good faith dispute. Any such Fiber Meet arrangement shall be subject to the terms of this Agreement. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augment and on any other technical specifications or requirements necessary to implement the Fiber Meet arrangement. For each Fiber Meet arrangement the Parties agree to implement, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A to Section 3 of the Interconnection Attachment Fiber Meet Arrangement Provisions. Each such document will be treated as Confidential Information.
- 3.1.2 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. Except as otherwise agreed by the Parties, any and all Fiber Meet points established between the Parties shall extend no further than three (3) miles from an applicable Verizon Tandem or End Office and Verizon shall not be required to construct or deploy more than five hundred (500) feet of fiber cable for a Fiber Meet arrangement.
- 3.1.3 A Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of only the following traffic types (over the Interconnection Trunks):
- 3.1.3.1 Reciprocal Compensation Traffic between the Parties' respective Telephone Exchange Service Customers;
 - 3.1.3.2 Translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic between the Parties' respective Telephone Exchange Service Customers;
 - 3.1.3.3 IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers;
 - 3.1.3.4 Tandem Transit Traffic; and
 - 3.1.3.5 Measured Internet Traffic.

To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the

types set forth in Sections 3.1.3.1 and/or 3.1.3.5, other than the obligation to pay intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Agreement. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.2, the transport and termination of such traffic shall be subject to the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.3, the Party originating such traffic shall compensate the terminating Party for the transport and termination of such traffic at the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.4, Verizon shall charge (and ***CLEC 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.

3.1.4 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:

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

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

4. Initiating Interconnection

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

5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

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

5.2 Trunk Group Connections and Ordering.

- 5.2.1 For both One-Way and Two-Way Interconnection Trunks, if ***CLEC Acronym TE*** wishes to use a technically feasible interface other than a DS1 or a DS3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.
- 5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if ***CLEC Acronym TE*** orders the multiplexed DS3 facilities to a Verizon Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for

such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

- 5.2.3 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.
- 5.2.4 For multi-frequency (MF) signaling each Party will out pulse ten (10) digits to the other Party, unless the Parties mutually agree otherwise.
- 5.2.5 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk-engineering techniques for trunks subject to this Attachment.

5.3 Switching System Hierarchy and Trunking Requirements.

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

5.4 Signaling.

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

5.5 Grades of Service.

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

6. Traffic Measurement and Billing over Interconnection Trunks

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

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

- 6.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.
- 6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.
- 6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the April 18, 2001 FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the April 18, 2001 FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the April 18, 2001 FCC Internet Order for rebutting such presumption before the Commission), as modified by the November 5, 2008 FCC Internet Order and other applicable FCC orders and FCC Regulations.
- 6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per Calendar Year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.
- 6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

- 6.5 If and, to the extent that, a ***CLEC Acronym TE*** Customer receives V/FX Traffic, ***CLEC Acronym TE*** shall promptly provide notice thereof to Verizon (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Verizon Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Verizon's Customers to such ***CLEC Acronym TE*** Customers.

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

7.1 Reciprocal Compensation.

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

7.2 Traffic Not Subject to Reciprocal Compensation.

- 7.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic), Information Access, or exchange services for Exchange Access or Information Access.

- 7.2.2 Reciprocal Compensation shall not apply to Internet Traffic.
- 7.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.
- 7.2.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Scope Arrangement Traffic.
- 7.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- 7.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.
- 7.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).
- 7.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
- 7.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a ***CLEC Acronym TE*** Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, ***CLEC Acronym TE*** shall pay Verizon's originating access charges for all V/FX Traffic originated by a Verizon Customer, and ***CLEC Acronym TE*** shall pay Verizon's terminating access charges for all V/FX Traffic originated by a ***CLEC Acronym TE*** Customer.
- 7.3 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by ***CLEC Acronym TE*** to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to ***CLEC Acronym TE***.

8. Other Types of Traffic

- 8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Orders and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Orders and other applicable FCC orders and FCC Regulations.
- 8.2 Subject to Section 8.1 of this Attachment, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.
- 8.3 For any traffic originating with a third party carrier and delivered by ***CLEC 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***.

- 8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.
- 8.5 The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Verizon's network in a LATA in accordance with the FCC Internet Orders and other applicable FCC orders and FCC Regulations.

9. Transmission and Routing of Exchange Access Traffic

9.1 Scope of Traffic.

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

9.2 Access Toll Connecting Trunk Group Architecture.

- 9.2.1 If ***CLEC Acronym TE*** chooses to subtend a Verizon access Tandem, ***CLEC Acronym TE***'s NPA/NXX must be assigned by ***CLEC Acronym TE*** to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.
- 9.2.2 ***CLEC Acronym TE*** shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from ***CLEC Acronym TE***'s Customers.
- 9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office ***CLEC Acronym TE*** utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) Verizon utilizes to provide Exchange Access in such LATA.
- 9.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow ***CLEC Acronym TE***'s Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access Tandem.

10. Meet-Point Billing (MPB) Arrangements

- 10.1 ***CLEC Acronym TE*** and Verizon will establish MPB arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a Verizon access Tandem Switch in accordance with the MPB guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's applicable Tariffs. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Verizon.
- 10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable ***CLEC Acronym TE*** Routing Point/Verizon Serving Interconnection Wire Center combinations.
- 10.3 Interconnection for the MPB arrangement shall occur at each of the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.
- 10.4 ***CLEC Acronym TE*** and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.
- 10.5 In general, there are four alternative MPB arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff, and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.
- Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement the Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.
- 10.6 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each ***CLEC Acronym TE*** Routing Point/Verizon Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the ***CLEC Acronym TE*** Routing Point and the Verizon Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment.
- 10.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Verizon Interconnection Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.
- 10.8 Verizon shall provide ***CLEC Acronym TE*** with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.
- 10.9 ***CLEC Acronym TE*** shall provide Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.

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

To ***CLEC Acronym TE***:

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.

- 10.11 ***CLEC Acronym TE*** and Verizon shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 10. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.
- 10.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.
- 10.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 7 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.
- 10.14 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.
- 10.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.
- 10.16 In the event ***CLEC Acronym TE*** determines to offer Telephone Exchange Services in a LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable ***CLEC Acronym TE*** to subtenant the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where there are located ***CLEC Acronym TE*** Routing Point(s) associated

with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed.

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

$$a / (a + b) = \text{***CLEC Acronym TE*** Billing Percentage}$$

and

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

where:

a = the airline mileage between ***CLEC Acronym TE*** Routing Point and the actual point of interconnection for the MPB arrangement; and

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

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

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

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

- 11.1 When ***CLEC Acronym TE*** delivers translated 8YY calls to Verizon to be completed by

11.1.1 an IXC:

11.1.1.1 ***CLEC Acronym TE*** will provide an appropriate EMI record to Verizon;

11.1.1.2 ***CLEC Acronym TE*** will bill the IXC the ***CLEC Acronym TE***'s applicable Switched Exchange Access Tariff charges and the ***CLEC Acronym TE***'s applicable Tariff query charges; and

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

11.1.2 Verizon:

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

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

12. Tandem Transit Traffic

- 12.1 As used in this Section, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** with the transport of Tandem Transit Traffic as provided below.
- 12.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 2 through 6 of this Attachment. ***CLEC Acronym TE*** shall deliver each Tandem Transit Traffic call to Verizon's Tandem with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.
- 12.4 ***CLEC 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.
- 12.5 ***CLEC Acronym TE*** shall pay Verizon for Tandem Transit Traffic Service at the rates specified in the Pricing Attachment. Verizon will not be liable for compensation to any Other Carrier for any traffic that is transported through Verizon's Tandem and Verizon reserves the right to assess to ***CLEC 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. If 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.
- 12.6 If ***CLEC Acronym TE*** uses Tandem Transit Traffic Service for traffic volumes that exceed the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of 200,000 combined minutes of use per month (a DS1 equivalent) to the subtending End Office of a particular Other Carrier for any month (the "Threshold Level"). ***CLEC Acronym TE*** shall use good faith efforts to establish direct interconnection with such Other Carrier and reduce such traffic volumes below the Threshold Level. If Verizon believes that ***CLEC Acronym TE*** has not exercised good faith efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of this Agreement.
- 12.7 If ***CLEC Acronym TE*** 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 subsume a ***CLEC Acronym TE*** switch, then ***CLEC Acronym TE*** shall provide written notice to Verizon at least ninety (90) days before such subsuming service arrangement becomes effective so that Verizon may negotiate and establish direct interconnection with such third party carrier. Upon written request from Verizon, ***CLEC Acronym TE*** shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Traffic Service provided by Verizon to ***CLEC Acronym TE*** 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 subsumes a ***CLEC Acronym TE*** Central Office or its equivalent ("Reciprocal Tandem Transit Service"). ***CLEC Acronym TE*** 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 NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, ***CLEC Acronym TE*** shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. ***CLEC Acronym TE*** shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.
- 13.4 ***CLEC Acronym TE*** will also designate a Routing Point for each assigned NXX code. ***CLEC Acronym TE*** shall designate one location for each Rate Center Area in which the ***CLEC Acronym TE*** has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of ***CLEC Acronym TE*** will be routed in the same manner as calls to ***CLEC Acronym TE***'s initial NXXs.
- 13.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain ***CLEC Acronym TE***'s choices regarding the size of the local calling area(s) that ***CLEC Acronym TE*** may establish for its

Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

14. Joint Network Implementation and Grooming Process; Forecasting

14.1 Joint Network Implementation and Grooming Process.

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

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

14.2 Trunk Forecasting Requirements.

- 14.2.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, ***CLEC Acronym TE*** shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters.
- 14.2.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, ***CLEC Acronym TE*** shall provide a new or revised traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide when ***CLEC Acronym TE*** develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (a) ***CLEC Acronym TE*** plans to deploy a new switch; (b) ***CLEC Acronym TE*** plans to implement a new POI or network architecture; (c) ***CLEC Acronym TE*** plans to rearrange its network; (d) ***CLEC Acronym TE*** plans to convert a One-Way Interconnection Trunk group to a Two-Way Interconnection Trunk group; (e) ***CLEC Acronym TE*** plans to convert a Two-Way

Interconnection Trunk group to a One-Way Interconnection Trunk group; or (f) ***CLEC Acronym TE*** expects a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks.

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

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

15.1 Scope.

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

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

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

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

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

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

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

- 15.4.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.
- 15.4.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition, the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 15.4.
- 15.5 ***CLEC Acronym TE*** 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. 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.

RESALE ATTACHMENT

1. General

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

2. Use of Verizon Telecommunications Services

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

2.2 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** to comply with this Section 2.2, ***CLEC Acronym TE*** shall take those actions required by Applicable Law to determine the eligibility of ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** shall indemnify Verizon from any Claims resulting from ***CLEC Acronym TE***'s failure to take such actions required by Applicable Law.

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

- 2.3 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services, which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.
- 2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to ***CLEC Acronym TE*** Customers.

3. Availability of Verizon Telecommunications Services

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

4. Responsibility for Charges

- 4.1 ***CLEC Acronym TE*** shall be responsible for and pay to Verizon all charges for any Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon, that are ordered, activated or used by ***CLEC Acronym TE***, ***CLEC Acronym TE*** Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to ***CLEC Acronym TE*** pursuant to this Resale Attachment.
- 4.2 Upon request by ***CLEC Acronym TE***, Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by ***CLEC Acronym TE*** such Verizon retail Telecommunications Service call blocking and call screening services as Verizon provides to its own end user retail Customers, where and to the extent Verizon provides such Verizon retail Telecommunications Service call blocking services to Verizon's own end user retail Customers. ***CLEC Acronym TE*** understands and agrees that certain

of Verizon's call blocking and call screening services are not guaranteed to block or screen all calls and that notwithstanding ***CLEC Acronym TE***'s purchase of such blocking or screening services, ***CLEC Acronym TE***'s end user Customers or other persons ordering, activating or using Telecommunications Services on the resold dial tone lines may complete or accept calls which ***CLEC Acronym TE*** intended to block. Notwithstanding the foregoing, ***CLEC Acronym TE*** shall be responsible for and shall pay Verizon all charges for Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon in accordance with the terms of Section 4.1 above.

5. Operations Matters

5.1 Facilities.

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

5.2 Branding.

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

assistance purchased by ***CLEC Acronym TE*** for resale with ***CLEC Acronym TE***'s trade name, or (b) to obtain removal of Verizon Marks from Verizon operator services or Verizon directory assistance purchased by ***CLEC Acronym TE*** for resale.

6. Rates and Charges

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

7. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [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.

NETWORK ELEMENTS ATTACHMENT

1. General

- 1.1 Verizon shall provide to ***CLEC Acronym TE***, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of the Federal Unbundling Rules, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations), and UNEs commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide access to unbundled Network Elements (UNEs), Combinations, and Commingling to ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** may use a UNE or Combination only for those purposes for which Verizon is required by the Federal Unbundling Rules to provide such UNE or Combination to ***CLEC Acronym TE***. Without limiting the foregoing, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, and ***CLEC Acronym TE*** shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.4 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.
- 1.5 If as the result of ***CLEC Acronym TE*** Customer actions (e.g., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the ***CLEC Acronym TE*** Customer premises, ***CLEC Acronym TE*** will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Customer Not Ready

Charge provided for in the Pricing Attachment (or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff or in the Pricing Attachment).

- 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.

1.6.1.1 Verizon may cease offering or providing ***CLEC Acronym TE*** with access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Verizon has not already ceased offering or providing unbundled access to a particular Discontinued Facility that is a Discontinued Facility as of the Effective Date, Verizon may cease offering or providing unbundled access to such Discontinued Facility immediately upon the Effective Date without further notice to ***CLEC Acronym TE***. 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 ***CLEC Acronym TE*** has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so, may disconnect the subject Discontinued Facility without further notice to ***CLEC Acronym TE***. 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 ***CLEC Acronym TE*** is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to ***CLEC Acronym TE***; provided, however, that Verizon may disconnect the subject Discontinued Facility (or the replacement service to which the Discontinued Facility has been converted) if ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), ***CLEC Acronym TE*** must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, ***CLEC Acronym TE***'s request is consistent with the requirements of the TRRO and that ***CLEC Acronym TE*** is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. ***CLEC Acronym TE*** shall provide such certification using the automated method that Verizon makes available for that purpose. ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** under a non-disclosure agreement or that is otherwise available to ***CLEC Acronym TE***.

1.7.2 Provision-then-Dispute Requirements.

- 1.7.2.1 Upon receiving a request from ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** shall compensate Verizon for the additional charges that would apply if ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where ***CLEC Acronym TE***'s order conflicts with a provision of a Verizon Tariff, (b) in any case where ***CLEC Acronym TE***'s order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Verizon has made available to ***CLEC Acronym TE*** by notice and/or by publication on Verizon's wholesale website, (c) in any case where ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 to 47 U.S.C. § 252(b). Any reference in this Attachment to Verizon's provision of a 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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, ***CLEC Acronym

TE*** 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, ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** as the process is completed in each Central Office. ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** must access Verizon's mechanized loop qualification system through the use of the on-line computer interface at www.verizon.com/wise in advance of submitting a valid electronic transmittal Service Order for xDSL service arrangements. The loop qualification information provided by Verizon gives ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** to evaluate the loop qualification information provided by Verizon and determine whether a loop meets ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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), ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** is already aware of the conditioning required (e.g., where ***CLEC Acronym TE*** has previously requested a qualification and has obtained loop characteristics), ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE***, 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE***. 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 ***CLEC Acronym TE*** requires a change in scheduling, it must contact Verizon to issue a supplement to the original Service Order. If ***CLEC Acronym TE*** cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, ***CLEC Acronym TE*** shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If ***CLEC Acronym TE*** cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** Telephone Exchange Services provisioned over Analog 2W Loops to be provided by Verizon to ***CLEC Acronym TE***:

- 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 ***CLEC Acronym TE*** does not request a coordinated cutover, Verizon will process ***CLEC Acronym TE***'s order as a new installation subject to applicable standard provisioning intervals.
- 3.3.1.2 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** and Verizon shall mutually agree on a New Conversion Time, as defined below. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.
- 3.3.1.3 ***CLEC Acronym TE*** shall provide dial tone at the ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***; and
- 3.3.1.5.2 If ***CLEC Acronym TE*** requests to reschedule outside the one (1) hour time frame above, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** will reschedule and, upon request from ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** after construction work has started, ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** and another CLEC shall be accomplished by prior negotiated arrangement between ***CLEC Acronym TE*** and the other CLEC. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***. 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 ***CLEC Acronym TE***'s engaging in Line Splitting pursuant to this Section 4, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** by Verizon under the other sections of this Agreement. Such Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE***, Verizon shall allow ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, Verizon shall provide ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** may request that Verizon reactivate (if available) an unused drop and NID or provide ***CLEC Acronym TE*** with access to a drop and NID that, at the time of ***CLEC Acronym TE***'s request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).

6.1.2 Upon site-specific request, ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** at such terminal. If ***CLEC Acronym TE*** obtains access to a Sub-Loop Distribution Facility from a TOPIC, ***CLEC Acronym TE*** shall install a TOPIC on an easement or Right of Way obtained by ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** for any of ***CLEC Acronym TE***'s electronics in the TOPIC. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to ***CLEC Acronym TE***, 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, ***CLEC Acronym TE*** must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to a ***CLEC Acronym TE*** TOPIC. To make such a request, ***CLEC Acronym TE*** must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s demand for access to Sub-Loop Distribution Facilities at the requested FDI. ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** 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

[For VZWest States]:

CLEC Acronym TE'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide ***CLEC Acronym TE*** with access to a Sub-Loop Distribution Facility, Verizon shall bill ***CLEC Acronym TE***, and ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** TOPIC and ***CLEC Acronym TE*** has paid the full cost of such installation, ***CLEC Acronym TE*** can request the connection of Verizon Sub-Loop Distribution Facilities to the ***CLEC Acronym TE*** TOPIC. At the same time, ***CLEC Acronym TE*** shall advise Verizon of the services that ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** shall run any crosswires within the TOPIC.
- 6.1.8 If ***CLEC Acronym TE*** requests that Verizon reactivate an unused drop and NID, then ***CLEC Acronym TE*** shall provide dial tone (or its DSL equivalent) on the ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** dial tone or equivalent from the TOPIC. If ***CLEC Acronym TE*** requests that Verizon provide ***CLEC Acronym TE*** with access to a Sub-Loop Distribution Facility that, at the time of ***CLEC Acronym TE***'s request, Verizon is using to provide service to a Customer, then, after ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. ***CLEC Acronym TE*** 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) ***CLEC Acronym TE*** reports to Verizon a Customer trouble, (b) ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** is not available at the appointed time. If as the result of ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** by Verizon. If as the result of ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** by Verizon.

6.2 [Intentionally Left Blank].

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, Verizon shall provide to ***CLEC Acronym TE*** access to the Sub-Loop for Multiunit Premises Access in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

7.1.1 House and Riser. Subject to the conditions set forth in Section 1 of this Attachment and upon request by ***CLEC Acronym TE***, Verizon shall provide to ***CLEC Acronym TE*** 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 only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. ***CLEC Acronym TE*** may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. 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 ***CLEC Acronym TE*** must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

7.1.1.1.1 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE***'s facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.
- 7.1.1.1.4 ***CLEC Acronym TE*** shall identify its facilities as those of ***CLEC Acronym TE*** by means of permanently-affixed externally-visible signage or markings.
- 7.1.1.1.5 To provide ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, (c) secure space for ***CLEC Acronym TE*** in any building, (d) secure access to any portion of a building for ***CLEC Acronym TE*** or (e) reserve space in any building for ***CLEC Acronym TE***.
- 7.1.1.1.6 Verizon shall perform cutover of a Customer to ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s facilities, and Verizon shall determine how to perform such installation. ***CLEC Acronym TE*** shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to ***CLEC Acronym TE*** in accordance with ***CLEC Acronym TE***'s order for such services.
- 7.1.1.2 If proper ***CLEC Acronym TE*** facilities are not available at the time of installation, Verizon shall bill ***CLEC Acronym TE***, and ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s use of Verizon's House and Riser Cable. All ***CLEC Acronym

TE*** 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 ***CLEC Acronym TE***. ***CLEC Acronym TE*** 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) ***CLEC Acronym TE*** reports to Verizon a Customer trouble, (b) ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** is not available at the appointed time. If as the result of ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** by Verizon. If as the result of ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, Verizon shall provide ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** with unbundled access to ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** may access Dark Fiber Transport only at a pre-existing Verizon accessible terminal of such Dark Fiber Transport, and ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***.
 - 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** collocation arrangement.
 - 8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of ***CLEC Acronym TE***'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 ***CLEC Acronym TE***'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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***. 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 ***CLEC Acronym TE***. If access to Dark Fiber Transport is not available, Verizon will notify ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber Transport for ***CLEC Acronym TE***'s use for ten (10) Business Days from ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** does not have additional requirements for collocation. The parallel provisioning process shall be used when ***CLEC Acronym TE*** requires new collocation facilities or changes to existing collocation arrangements.
- 8.2.5.4 If no order is received from ***CLEC Acronym TE*** for the reserved Dark Fiber Transport within ten (10) Business Days from ***CLEC Acronym TE***'s receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Transport that Verizon previously notified ***CLEC Acronym TE*** are available. Should ***CLEC Acronym TE*** submit an order to Verizon after the ten (10) Business Day reservation period for access to

Dark Fiber Transport that Verizon has previously notified ***CLEC Acronym TE*** was available, ***CLEC Acronym TE*** assumes all risk that such Dark Fiber Transport will no longer be available.

- 8.2.5.5 Upon ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s requests for collocation, including augments, and Dark Fiber Transport.
 - 8.2.5.5.3 Before ***CLEC Acronym TE*** submits a request for parallel provisioning of collocation and Dark Fiber Transport, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s collocation application has been accepted.
 - 8.2.5.5.4 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s Dark Fiber Transport request, ***CLEC Acronym TE*** may cancel its collocation application within five (5) Business Days of such rejection and receive a refund of the collocation application fee paid by ***CLEC Acronym TE***, less the costs Verizon incurred to date.
 - 8.2.5.5.6 If Verizon accepts ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** collocation application, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s collocation arrangement in such Verizon Central Office(s). ***CLEC Acronym TE*** will prepare such request(s) in the manner and form specified by Verizon.
 - 8.2.5.5.8 If ***CLEC Acronym TE*** cancels its collocation application, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** in the condition that it is available in Verizon's network at the time that ***CLEC Acronym TE*** submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber Transport for ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** as Dark Fiber Transport.
- 8.2.11 ***CLEC Acronym TE*** shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Transport.
- 8.2.12 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** for use for Special or Switched Exchange Access Services, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** upon a showing of need to the Commission and twelve (12) months' advance written notice to ***CLEC Acronym TE***; 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, or impair Verizon's ability to meet a legal obligation.
- 8.2.15 Except as expressly set forth in this Agreement, ***CLEC Acronym TE*** may not reserve Dark Fiber Transport.
- 8.2.16 ***CLEC Acronym TE*** shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Transport accommodate the requirements of ***CLEC Acronym TE***; (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, ***CLEC Acronym TE***'s collocation arrangements with any proper optical cross connects or other equipment that ***CLEC Acronym TE*** needs to access Dark Fiber Transport before it submits an order for such access. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** places an order for the applicable Dark Fiber Transport, and that it shall maintain the same going forward.
- 8.2.17 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** may reserve the Dark Fiber Transport, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** submits an order for Dark Fiber Transport without first obtaining the results of a field survey of such Dark Fiber Transport, ***CLEC Acronym TE*** assumes all risk that the Dark Fiber Transport will not be compatible with ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** may not obtain, unbundled access to any Dark Fiber Loop; provided, however, that if ***CLEC Acronym TE*** leased a Dark Fiber Loop from Verizon as of March 11, 2005, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, Verizon shall permit ***CLEC Acronym TE*** to connect a ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** NID deployed by ***CLEC Acronym TE*** or, if an

entrance module is available in the Verizon NID, by connecting a ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 In no case shall ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** is connecting a ***CLEC Acronym TE***-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, ***CLEC Acronym TE*** does not need to submit a request to Verizon and Verizon shall not charge ***CLEC Acronym TE*** for access to the Verizon NID. In such instances, ***CLEC Acronym TE*** 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), ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to ***CLEC Acronym TE***'s NID.
 - 9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, ***CLEC Acronym TE*** may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wiring from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.
 - 9.8.3 ***CLEC Acronym TE*** 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. ***CLEC Acronym TE***, its agent, the building owner or the Customer). If ***CLEC Acronym TE*** 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. ***CLEC Acronym TE***, 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 ***CLEC Acronym TE***'s request, Verizon shall provide ***CLEC Acronym TE*** with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment. Verizon shall provide ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide ***CLEC Acronym TE*** with such access in accordance with, but only to the extent required by, the Federal Unbundling Rules. All such transactions shall be submitted by ***CLEC Acronym TE*** through such electronic interfaces.

14. Availability of Other Network Elements on an Unbundled Basis

14.1 Any request by ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.

- 14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by the Federal Unbundling Rules.
- 14.3 Network Element Bona Fide Request (BFR).
 - 14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.
 - 14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
 - 14.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
 - 14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
 - 14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by the Federal Unbundling Rules.
 - 14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.
 - 14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.

- 14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 14.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

15. Maintenance of Network Elements

If (a) ***CLEC Acronym TE*** reports to Verizon a Customer trouble, (b) ***CLEC Acronym TE*** requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then ***CLEC Acronym TE*** shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by ***CLEC Acronym TE*** is not available at the appointed time. ***CLEC Acronym TE*** accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of ***CLEC Acronym TE*** instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to ***CLEC Acronym TE*** by Verizon. If as the result of ***CLEC Acronym TE*** instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to ***CLEC Acronym TE*** by Verizon. Verizon agrees to respond to ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, 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. ***CLEC Acronym TE*** must remain in compliance with said service eligibility criteria for so long as ***CLEC Acronym TE*** continues to receive the aforementioned combined or commingled facilities and/or services from Verizon and ***CLEC Acronym TE*** 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, ***CLEC Acronym TE***, 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 ***CLEC Acronym TE*** leased from Verizon as of the Effective Date of this Agreement that ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***.
- 16.2.3 Each certification to be provided by ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** failed to comply with the service eligibility criteria, then (without limiting Verizon's rights under Section 16.2.2 above) ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s compliance with the service eligibility criteria, then ***CLEC Acronym TE*** shall provide to the independent auditor for its verification a statement of ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** submits such costs to the auditor, reimburse ***CLEC Acronym TE*** for its out-of-pocket costs verified by the auditor. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to, splicing of

in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable ***CLEC Acronym TE*** 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. 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.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to ***CLEC Acronym TE***, in accordance with this Agreement, Verizon's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating ***CLEC Acronym TE***'s interconnection with Verizon under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement or a Tariff, Verizon shall be obligated to provide Collocation to ***CLEC Acronym TE*** only to the extent required by Applicable Law and may decline to provide Collocation to ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51.

911 ATTACHMENT

1. 911/E-911 Arrangements

- 1.1 911/E-911 arrangements provide a caller access to the appropriate PSAP by dialing a 3-digit universal telephone number "911". Verizon provides and maintains such equipment and software at the 911/E-911 Tandem Office(s)/Selective Router(s), Verizon interface point(s) and ALI Database as is necessary for 911/E-911 Calls in areas where Verizon is the designated 911/E-911 Service Provider.
- 1.2 Verizon shall make the following information available to ***CLEC Acronym TE***, 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 provide to ***CLEC Acronym TE*** a complete copy of such MSAG annually upon written request for each county within the LATA(s) in the State of [State], where ***CLEC Acronym TE*** is providing Telephone Exchange Service, provided that Verizon is permitted to do so by Controlling 911 Authority.

2. ALI Database

- 2.1 Where Verizon manages the ALI Database, information regarding the ALI Database is provided electronically at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website).
- 2.2 Where Verizon manages the ALI Database, Verizon shall:
 - 2.2.1 store ***CLEC Acronym TE*** end user data provided by ***CLEC Acronym TE*** in the ALI Database;
 - 2.2.2 provide ***CLEC Acronym TE*** access to the ALI Database for the initial loading and updating of ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** an error and status report based on updates to the ALI Database received from ***CLEC Acronym TE***.
- 2.3 Where Verizon manages the ALI Database, ***CLEC Acronym TE*** shall:

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

3. 911/E-911 Interconnection

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

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

4. 911/E-911 General

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

5. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date, has not provided in the State of [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.

PRICING ATTACHMENT

1. General

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

2. Verizon Telecommunications Services Provided to ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.
- 2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:
- 2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;

- 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
 - 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
 - 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.
- 2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
- 2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).
 - 2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to ***CLEC Acronym TE***.

3. ***CLEC Acronym TE*** Prices

Notwithstanding any other provision of this Agreement, the Charges that ***CLEC Acronym TE*** bills Verizon for ***CLEC Acronym TE***'s Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that ***CLEC Acronym TE***'s cost to provide such ***CLEC Acronym TE***'s Services to Verizon exceeds the Charges for Verizon's comparable Services and ***CLEC Acronym TE*** 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

*****CLEC Acronym TE*** - ***VERIZON COMPANY FULL NAME 1 TXT***
Fiber Meet Arrangement No. [XX]**

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

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

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

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

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

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

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

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

- 8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.

CLEC Full Name TE

VERIZON COMPANY FULL NAME 1 TXT

By: _____

Date: _____

TO BE EXECUTED AT A LATER DATE

Exhibit A-1

*****CLEC Acronym TE*** - ***VERIZON COMPANY FULL NAME 1 TXT***
Fiber Meet Arrangement No. [XX]**

City, State

EXHIBIT 6

Email dated May 31, 2009 from C. Savage (Bright House)
to M. Daly, et al. (Verizon)

DOCUMENT NUMBER-DATE

11074 NOV-3 8

FPSC-COMMISSION CLERK

Savage, Christopher

From: Savage, Christopher
Sent: Sunday, May 31, 2009 2:23 PM
To: 'contract.management@verizon.com'; michael.a.daly@core.verizon.com
Cc: craig.cowden@bhnis.com; 'Klineberg, Geoffrey M.'; Buell, Keith; 'Harrison, Cody'
Subject: RE: Request for Negotiations - Verizon/Bright House Networks Information Services (Florida), LLC (FL-052709)

Hi all,

Another important matter that we'd like to know before we get started:

As some of you know, this negotiation was initiated as a result of a settlement of a dispute under the parties' current agreement. In discussions leading up to the settlement, if I understood Verizon's counsel correctly, Verizon was going to want to take some time to review its generic/template agreement with an eye towards customizing it for the specific circumstances of a cable-based interconnector, whose needs for (e.g.) resale and UNEs will be limited at best.

It does not appear from the materials attached to your email that Verizon has done so – yet. A key question, then, is whether you are planning to undertake that effort and send us a different/revised template from the generic one. If not, that's fine – we will begin reviewing this one. But if Verizon has another template either planned or in progress that might be more directly suitable for Bright House's circumstances, it doesn't make any sense for Bright House to undertake the time/expense of looking over this one.

In this regard, if you think about it for a bit, the interconnection needs/arrangements suitable for a cable-based interconnector like Bright House, on some level, are probably a lot closer to the kinds of interconnection arrangements you have with wireless carriers than with a resale or UNE-based CLEC. To that end, ***please provide us with a copy of your current generic wireless interconnection template for our review.*** We recognize of course that there are important differences between our situation and that of a wireless carrier, but we may be able to substantially advance our negotiations – and more quickly reach an amicable conclusion – if we could have that document as well.

I look forward to hearing from you. Again, I'd also appreciate it if whomever is going to be the lead negotiator for Verizon to contact me as soon as convenient so we can sort through some of these issues.

Thanks,

Chris S.

From: kathleen.robertson@core.verizon.com [mailto:kathleen.robertson@core.verizon.com] **On Behalf Of** contract.management@verizon.com
Sent: Friday, May 29, 2009 4:55 PM
To: craig.cowden@bhnis.com; Savage, Christopher
Cc: michael.a.daly@core.verizon.com
Subject: Request for Negotiations - Verizon/Bright House Networks Information Services (Florida), LLC (FL-052709)

Craig and Chris,

Please confirm receipt of the attached draft documents via return email.

Verizon has received Bright House Networks Information Services (Florida), LLC's request for negotiations for a replacement CLEC comprehensive agreement for the state of Florida. The start date for this negotiation is May 27, 2009. Please complete and return via e-mail the attached Information Request Form in order to provide Verizon with the necessary

DOCUMENT NUMBER-DATE

11074 NOV-38

11/2/2009

FPSC-COMMISSION CLERK

EXHIBIT 7

Email dated June 1, 2009 from W. Carnell (Verizon)
to C. Savage (Bright House)

DOCUMENT NUMBER-DATE

11074 NOV-3 8

FPSC-COMMISSION CLERK

Savage, Christopher

From: Carnell, William Sayle [william.s.carnell@verizon.com]
Sent: Monday, June 01, 2009 12:20 PM
To: Savage, Christopher
Cc: craig.cowden@bhnis.com; charrison@sbandq.com; Daly, Michael A (Mike)
Subject: FW: Request for Negotiations - Verizon/Bright House Networks Information Services (Florida), LLC (FL-052709)

Chris, Mike Daly forwarded this to me. I'll be the lawyer for Verizon in this negotiation. My contact information is below. You're correct that Mike will be the lead negotiator. You have his email; his telephone is 703-974-4552; he's at the same address as me.

I had not planned to take the first shot at revising the template towards the specific needs of BH or of cable operators in general (and I know of no other effort to do so). Obviously we're happy to entertain any revision you care to propose. My sense is that the most significant modifications would be stripping out portions that don't apply (e.g. UNEs) -- a significant change, but one that's not hard to accomplish.

As for the wireless template, I really don't think that will be helpful to you. I believe that the wireless template mostly is the CLEC model with certain sections removed (again, like UNEs), and with some substantive changes that wouldn't apply in your case (e.g. the MTA rule). The wireless template also doesn't get updated nearly as frequently as the CLEC template, so there may be a few parts that are somewhat stale. So I really don't think you'd benefit from reviewing the wireless agreement. With that said, if you really want to review a copy I'm OK with that; let Kathy know whether you still want a copy, and she can send you one for informational purposes.

William S. Carnell
Assistant General Counsel
Verizon
1320 N. Court House Road
Arlington, VA 22201
703-351-3180

From: Daly, Michael A (Mike)
Sent: Monday, June 01, 2009 9:12 AM
To: Carnell, William Sayle
Subject: FW: Request for Negotiations - Verizon/Bright House Networks Information Services (Florida), LLC (FL-052709)

From: Savage, Christopher [mailto:ChrisSavage@dwt.com]
Sent: Sunday, May 31, 2009 2:23 PM
To: contract management; Daly, Michael A (Mike)
Cc: craig.cowden@bhnis.com; Klineberg, Geoffrey M.; Buell, Keith C; Harrison, Cody
Subject: RE: Request for Negotiations - Verizon/Bright House Networks Information Services (Florida), LLC (FL-052709)

DOCUMENT NUMBER-DATE

11074 NOV-38

11/2/2009

FPSC-COMMISSION CLERK

Hi all,

Another important matter that we'd like to know before we get started:

As some of you know, this negotiation was initiated as a result of a settlement of a dispute under the parties' current agreement. In discussions leading up to the settlement, if I understood Verizon's counsel correctly, Verizon was going to want to take some time to review its generic/template agreement with an eye towards customizing it for the specific circumstances of a cable-based interconnector, whose needs for (e.g.) resale and UNEs will be limited at best.

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In this regard, if you think about it for a bit, the interconnection needs/arrangements suitable for a cable-based interconnector like Bright House, on some level, are probably a lot closer to the kinds of interconnection arrangements you have with wireless carriers than with a resale or UNE-based CLEC. To that end, ***please provide us with a copy of your current generic wireless interconnection template for our review.*** We recognize of course that there are important differences between our situation and that of a wireless carrier, but we may be able to substantially advance our negotiations – and more quickly reach an amicable conclusion – if we could have that document as well.

I look forward to hearing from you. Again, I'd also appreciate it if whomever is going to be the lead negotiator for Verizon to contact me as soon as convenient so we can sort through some of these issues.

Thanks,

Chris S.

From: kathleen.robertson@core.verizon.com [mailto:kathleen.robertson@core.verizon.com] **On Behalf Of** contract.management@verizon.com
Sent: Friday, May 29, 2009 4:55 PM
To: craig.cowden@bhnis.com; Savage, Christopher
Cc: michael.a.daly@core.verizon.com
Subject: Request for Negotiations - Verizon/Bright House Networks Information Services (Florida), LLC (FL-052709)

Craig and Chris,

Please confirm receipt of the attached draft documents via return email.

Verizon has received Bright House Networks Information Services (Florida), LLC's request for negotiations for a replacement CLEC comprehensive agreement for the state of Florida. The start date for this negotiation is May 27, 2009. Please complete and return via e-mail the attached Information Request Form in order to provide Verizon with the necessary information to proceed with this request.

In addition to reviewing the attachments hereto, please navigate to the Verizon Support Website (www.verizon.com/partnersolutions), which provides Bright House Networks Information Services (Florida), LLC with:

- Resources and information to get started on doing business with Verizon, including information on ordering local services, trouble administration, training, provisioning, and billing (www22.verizon.com/wholesale/local/order/gettingstarted/).
- If Bright House Networks Information Services (Florida), LLC doesn't already have an Account Manager, an Online Request form to request an Account Manager assignment

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(http://www22.verizon.com/wholesale/lsp/contact_form/0,,3,00.html).

- Information on the CPSST (Customer Profile Self-Service Tool). CPSST enables Bright House Networks Information Services (Florida), LLC to establish an account profile with Verizon (or update Bright House Networks Information Services (Florida), LLC's existing profile) so that when negotiations are complete and Bright House Networks Information Services (Florida), LLC has an effective agreement in place, Bright House Networks Information Services (Florida), LLC can place local service request (LSR) orders under the new agreement (<http://www22.verizon.com/wholesale/business/local/establish/home/1,,00.html>). Questions regarding the CPSST tool, should be directed to your Account Manager or to profile.management@verizon.com.

Pursuant to your request for negotiations, I have attached for your review a draft and state-specific pricing for the purpose of initiating negotiations between Bright House Networks Information Services (Florida), LLC and Verizon. In addition, I have attached the Verizon State Specific Guide and draft Traffic Exchange Attachment. This state-specific guide and Traffic Exchange Attachment should be used in conjunction with the draft documents. The attached documents are not executable-ready agreements, and are subject to change throughout the negotiation process.

In accordance with the FCC's interim compensation rules for dial-up Internet traffic (see Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68 adopted April 18, 2001 and Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68 adopted November 5, 2008), Verizon offers to all CLECs and CMRS providers an optional reciprocal compensation rate plan for termination of non-Internet traffic subject to Section 251 (b)(5). Under this optional plan, such traffic exchanged between Verizon and a CLEC or CMRS provider in a given state will be subject to compensation at the same rate applicable to Internet traffic in that state under the terms of the Order. Verizon refers to this optional plan as a Rate Plan B amendment, which I can provide, upon request from Bright House Networks Information Services (Florida), LLC, for review.

After you have reviewed the attached documents, please contact your assigned Negotiator, Mike Daly (copied on this email) to discuss specific areas of the contract and/or propose negotiated changes.

Thank you!

Kathy

Kathy Robertson
Manager-Contract Management
Verizon Partner Solutions

(See attached file: Verizon Comprehensive Agreement-v3.3-032709.doc) (See attached file: comprehensive state specific guide-v3.2-111308.doc)(See attached file: CLEC Traffic Exchange Attachment-032709.doc)(See attached file: appa-comp-fl.doc)(See attached file: IRF_Jun08.doc)

EXHIBIT 8

Email dated September 21, 2009 from C. Savage (Bright House)
to W. Carnell (Verizon)

DOCUMENT NUMBER - DATE
11074 NOV-3 8
FPSC-COMMISSION CLERK

Savage, Christopher

From: Savage, Christopher
Sent: Monday, September 21, 2009 3:11 PM
To: 'william.s.carnell@verizon.com'
Cc: Frappier, Danielle; 'Marva.Johnson@mybighthouse.com'; 'michael.a.daly@verizon.com'; Harrison, Cody
Subject: RE: Request for Negotiations - Verizon/Bright House Networks Information Services (Florida), LLC (FL-052709)

William,

I'm off my blackberry and have a bit more connectivity here.

First, I'm not surprised about the extent of the mark-up compared to what you have seen. In my conversations with Keith Buell and your outside counsel in the course of litigating our directory listings dispute last spring, a recurring point was that the agreements that were "out there" had not really been written with or adapted to the business needs of a full facilities-based competitor. The things we are concerned about are just not the same things as the kinds of CLECs who were involved in the interconnection battles of the late 1990s-early 2000s.

Second, that said, as I meant to imply in my short note, while there are many different places where we think the wording of the agreement needs to be changed to reflect current market realities, there really are only a relatively small number of "concerns" or "issues" that underlie the changes. Part of what I hope to accomplish in a call later this week (and Thursday at 3pm seems to be our choice) is to go over some of those larger issues and get a schedule in place to get the discussions moving ahead quickly.

Third, I certainly understand that you will not yet have had time to come up with your responses to the various changes we propose, and we do not expect that (although obviously if you have any substantive points you would like to tell us about, we would be happy to hear them).

Fourth, one of the reasons we took the time and trouble to prepare a DPL to start the process is to make it easier for you to respond to individual changes and proposals in writing and without the need for a meeting on each one. So you should feel free (in fact I encourage you) to have your various staff people who will be working this start looking at our specific proposed changes and generating specific responses, even if only on the DPL chart. Then when we get to our filing deadline we will all know exactly where we stand.

Thanks,

Chris S.

From: Savage, Christopher
Sent: Mon 9/21/2009 2:11 PM
To: 'william.s.carnell@verizon.com'
Cc: 'charrison@sbandq.com'; Frappier, Danielle; 'Marva.Johnson@mybighthouse.com'; 'michael.a.daly@verizon.com'
Subject: Re: Request for Negotiations - Verizon/Bright House Networks Information Services (Florida), LLC (FL-052709)

William; let's definitely have a call. There are many fewer "issues" than there are word changes, if you get what I mean. Please coordinate a time with Danniele; I can make any time work.
Chris S.

11/2/2009

DOCUMENT NUMBER-DATE

11074 NOV-3 8

FPSC-COMMISSION CLERK

From: Carnell, William Sayle
To: Savage, Christopher
Cc: charrison@sbandq.com ; Frappier, Danielle; Johnson, Marva B. ; Daly, Michael A (Mike)
Sent: Mon Sep 21 11:53:26 2009
Subject: RE: Request for Negotiations - Verizon/Bright House Networks Information Services (Florida), LLC (FL-052709)

Thanks, Chris. We'll review these materials carefully.

Candidly, this is the most extensive mark-up I've seen in years. It took Bright House three and a half months to raise these several hundred issues; I expect it will take Verizon more than two weeks to respond.

You suggest a call later this week. We will not have completed our review of your mark-up by then. With that said, if there are conceptual points that you'd like to raise orally we can make ourselves available, with the understanding that we will not be in a position to substantively respond. This Thursday we're available starting at 3:00; on Friday we could do 1:00 or 2:00.

William S. Carnell
Assistant General Counsel
Verizon
1320 N. Court House Road
Arlington, VA 22201
703-351-3180

From: Savage, Christopher [mailto:ChrisSavage@dwt.com]
Sent: Friday, September 18, 2009 5:16 PM
To: Carnell, William Sayle; Daly, Michael A (Mike)
Cc: charrison@sbandq.com; Frappier, Danielle; Johnson, Marva B.
Subject: Request for Negotiations - Verizon/Bright House Networks Information Services (Florida), LLC (FL-052709)

William, Mike et al.:

Back in May when Verizon first sent us its template interconnection agreement, we had understood that Verizon was going to look over the generic template and update it and customize it to deal with Bright House's status as a facilities-based competitor. As it turned out, however, that did not occur; we received Verizon's standard, generic template.

Since that time we have been carefully reviewing the template and identifying changes that are appropriate. Broadly speaking those changes are necessary either to comply with applicable law, to take account of the nature of the facilities-based competition that Bright House provides to Verizon, or simply to reflect a fairer or more workable business relationship in light of the quite substantial customer base that each carrier has in Florida. You will doubtless recognize a few familiar themes to our proposed changes, in light of the two companies' various litigated disputes over the last couple of years.

Three documents accompany this email. First is a "blackline" contract showing the changes that Bright House is proposing. This was generated by using the Microsoft Word "Document Compare" function. Given the length of the contract and its somewhat involved formatting, we cannot fully guarantee the accuracy of the blacklining, although we have no particular reason to doubt it. Second is a "clean" version of how the contract would look if all of our proposed changes were adopted.

To move the ball forward, however, we have also prepared and are attaching a full "Decision Point List" that indicates each of Bright House's proposed changes in standard "legislative" format, along with a brief explanation of why we believe the change is appropriate. This will allow Verizon to see each proposed change in context and to understand the reason for each proposed change. (That said, we have not tried to write a full brief supporting

11/2/2009

each proposed change, and we of course reserve the right to clarify and expand on our explanation as we get into discussions, and get closer to the arbitration deadline.)

The 160th day for this negotiation is, by our count, Tuesday November 3. Given the detailed nature of the materials we are providing you, we are fully confident that Verizon will be able to review them and give us its responses well in advance of that deadline. We should then be able to quickly identify any matters that require more in-depth negotiation.

To that end, we request that Verizon be available for a conference call next Thursday, September 24, or Friday, September 25, to discuss our proposals at a high level and to establish a specific schedule for additional calls and meetings between now and November 3. In addition, we request that Verizon provide us with written responses to our proposed changes (by adding its own comments to the far-right-hand column of the DPL document. We can agree next week on when that written response should be provided, but it should certainly be no later than close of business on Friday, October 3.

We look forward to hearing from you as to times for our call next week.

Christopher W. Savage
Counsel for Bright House

EXHIBIT 9

Email dated October 26, 2009 from C. Savage (Bright House)
to W. Carnell & M. Daly (Verizon)

DOCUMENT NUMBER-DATE

11074 NOV-3 8

FPSC-COMMISSION CLERK

Savage, Christopher

From: Savage, Christopher
Sent: Monday, October 26, 2009 1:55 PM
To: 'Carnell, William Sayle'; 'Daly, Michael A (Mike)'
Cc: 'Johnson, Marva B.'; Frappier, Danielle; 'CHarrison@sbandg.com'
Subject: CORRECTED VERSION :: Status of Bright House-Verizon Florida ICA Negotiations :: Impending November 3 Deadline
Attachments: header.htm

Bill & Mike,

As I have mentioned in our last several negotiating sessions, it seems fairly clear that at our current pace we are not going to have time to talk through each and every proposed change we made to Verizon's template in the time we have left. I have suggested that Verizon could give us written responses to our proposed changes, since we gave you a DPL that included a description of the logic underlying each of those changes. Thus far we have not received any written responses from Verizon, although we welcome hearing from you if you would like.

Given this, I would propose that we spend tomorrow's session (1-4 pm) focusing on the Interconnection Attachment, which is probably the most significant item we have not yet discussed. I would also suggest that we extend that discussion from 4 p.m. to 6 p.m. even later.

I am out of town Wednesday but am prepared to devote all day Thursday (say, 8:30 a.m. to 6:30 p.m.) to focus on these issues as well.

Also, although I had earlier suggested that we use Friday (October 30) as the "cut-off" day for discussions, given the November 3 deadline for the arbitration petition, I can and will make myself available all day Friday to continue our discussions, and I propose that Verizon do so as well.

Finally, in practical terms, for logistical reasons we will have to have our arbitration petition completely finalized by close-of-business on Monday November 2. Bright House will consider any written responses that Verizon would like to send to us by 9:00 a.m. on the morning of Monday November 2.

Let me know at your earliest convenience if you are available for any of these additions to our existing scheduled discussions.

Thanks,

Chris S.

11/2/2009

DOCUMENT NUMBER-DATE

11074 NOV-3 8

FPSC-COMMISSION CLERK

EXHIBIT 10

Email dated October 26, 2009 from W. Carnell & M. Daly (Verizon)
to C. Savage (Bright House)

DOCUMENT NUMBER-DATE

11074 NOV-38

FPSC-COMMISSION CLERK

Savage, Christopher

From: Carnell, William Sayle [william.s.carnell@verizon.com]
Sent: Monday, October 26, 2009 5:54 PM
To: Savage, Christopher
Cc: Johnson, Marva B.; Frappier, Danielle; CHarrison@sbandg.com; Daly, Michael A (Mike)
Subject: RE: CORRECTED VERSION :: Status of Bright House-Verizon Florida ICA Negotiations :: Impending November 3 Deadline

Chris,

I agree (as I've said before) that on November 3, we won't be anywhere near resolution of all the issues that we could reasonably hope to resolve.

Verizon provided a proposed ICA to Bright House on May 29. Bright House took all of June, July, and August, and half of September, to review and respond to that document. That's not because you were slow; it's because the proposed mark-up is just that extensive (115 page DPL, etc.). It takes time to review language, coordinate internally, develop a response, and draft any proposed modifications. In this case, it took Bright House about 16 weeks.

On November 3, it will have been about 6 weeks since we received Bright House's proposal. Mike and I have been working during that time to review the proposal, coordinate internally, and develop our response. At the same time, of course, we've been discussing the proposal with you. But the issue here is not the amount of time we've spent discussing the proposal; the issue is the amount of time it takes to develop a response. Verizon can't be expected to do in 6 weeks to do what you did in 16.

More, or longer, negotiating sessions will not bring us to resolution by November 3. We're still working on take-backs from our previous discussions, to say nothing of preparing for new ones. Thus, to your specific question, we will not be available for more than the two sessions we've already planned.

As I've said before, I think we should give ourselves a significant extension of time to seek resolution of the outstanding issues. Our companies are currently operating just fine under an existing ICA (though of course we both want to improve it). I sincerely think that it would be premature to file for arbitration on the third, in that we'd be asking the Commission to decide issues that we'd have a good chance of resolving, if we gave ourselves some more time.

William S. Carnell
Assistant General Counsel
Verizon
1320 N. Court House Road
Arlington, VA 22201
703-351-3180

From: Savage, Christopher [mailto:ChrisSavage@dwt.com]
Sent: Monday, October 26, 2009 1:55 PM
To: Carnell, William Sayle; Daly, Michael A (Mike)
Cc: Johnson, Marva B.; Frappier, Danielle; CHarrison@sbandg.com
Subject: CORRECTED VERSION :: Status of Bright House-Verizon Florida ICA Negotiations :: Impending November 3 Deadline

Bill & Mike,

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