

- 2.3 O1 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 O1 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 O1 Customers.

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

- 3.1 Verizon will provide a Verizon Telecommunications Service to O1 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 O1.
- 3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to O1 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 O1.

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

- 4.1 O1 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 O1, O1 Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to O1 pursuant to this Resale Attachment.
- 4.2 Upon request by O1, Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by O1 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. O1 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 O1's purchase of such blocking or screening services, O1'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 O1 intended to block. Notwithstanding the foregoing, O1 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 O1 Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Verizon Telecommunications Services. O1 shall, at O1'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 O1 or O1 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 O1, 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 O1 to use Verizon's Marks.
- 5.2.2 To the extent required by Applicable Law, upon request by O1 and at prices, terms and conditions to be negotiated by O1 and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by O1'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, O1 will be responsible for entering into a direct contractual arrangement with the third-party contractor at O1's expense (a) to obtain identification of Verizon operator services or Verizon directory assistance purchased by O1 for resale with O1's trade name, or (b) to obtain removal of Verizon Marks from Verizon operator services or Verizon directory assistance purchased by O1 for resale.

## **6. Rates and Charges**

The rates and charges for Verizon Telecommunication Services purchased by O1 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 Texas a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with O1 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 O1, 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 O1 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 O1 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 O1 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 O1. Without limiting the foregoing, O1 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 O1, and O1 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 O1 on an unbundled basis or in combination with other Network Elements.
- 1.5 If as the result of O1 Customer actions (e.g., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the O1 Customer premises, O1 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 O1 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 O1. 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 O1 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 O1. 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 O1 is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to O1, 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 O1 is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to O1; provided, however, that Verizon may disconnect the subject

Discontinued Facility (or the replacement service to which the Discontinued Facility has been converted) if O1 fails to pay when due any applicable new rate or surcharge billed by Verizon.

1.6.2 Notwithstanding any other provision of the Agreement, O1 shall not request or obtain, and Verizon may reject any O1 order for, a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that O1 seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"): (a) in any case where O1's order conflicts with a provision of a Verizon Tariff, (b) in any case where O1's order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Verizon has made available to O1 by notice and/or by publication on Verizon's wholesale website, (c) in any case where O1'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 O1 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). If, O1, inadvertently or otherwise, submits to Verizon an order that conflicts with this section and Verizon, inadvertently or otherwise, provisions the order on a Section 251 UNE basis, then upon thirty (30) days written notice from Verizon the subject service, facility or arrangement shall be treated as a Discontinued Facility under Section 1.6.1.2 above. The new non-UNE rate and/or surcharge that applies to the Discontinued Facility under Section 1.6.1.2 shall be applied retrospectively back to the date of provisioning (including, but not limited to, late payment charges for the unpaid difference between UNE rates and the new non-UNE rate and/or surcharge that applies under Section 1.6.1.2).

1.7 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of this Agreement, any negotiations regarding any UNE-replacement arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules (including without limitation any arrangement, facility, service or the like that Verizon offers under an access tariff) shall be deemed not to have been conducted pursuant to the Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration or other requirements under 47 U.S.C. § 252(b). Any reference in this Attachment to Verizon's provision of 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 O1

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 Sub-Loops, as set forth in Section 6 of this Attachment;
- 2.4 Sub-Loop for Multiunit Tenant Premises Access, as set forth in Section 7 of this Attachment;
- 2.5 Dark Fiber Transport (sometimes referred to as "Dark Fiber IOF"), as set forth in Section 8 of this Attachment;
- 2.6 Network Interface Device, as set forth in Section 9 of this Attachment;
- 2.7 Dedicated Transport (may also be referred to as "Interoffice Transmission Facilities") (or "IOF"), as set forth in Section 11 of this Attachment;
- 2.8 Operations Support Systems, as set forth in Section 13 of this Attachment; and
- 2.9 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 O1 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 O1 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, O1 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, O1 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, O1 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, O1 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, O1 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 O1 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 O1, 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 O1 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 O1 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 O1 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 O1 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 O1 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 O1 as the

process is completed in each Central Office. O1 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. O1 must access Verizon's mechanized loop qualification system through the use of the on-line computer interface at [www.verizon.com/wise](http://www.verizon.com/wise) in advance of submitting a valid electronic transmittal Service Order for xDSL service arrangements. The loop qualification information provided by Verizon gives O1 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 O1 to evaluate the loop qualification information provided by Verizon and determine whether a loop meets O1 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, O1 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), O1 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, O1 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 O1 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 O1 for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If O1 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 O1 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 O1 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 O1 is already aware of the conditioning required (e.g., where O1 has previously requested a qualification and has obtained loop characteristics), O1 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 O1'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 O1, 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 O1'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 O1. 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 O1 requires a change in scheduling, it must contact Verizon to issue a supplement to the original Service Order. If O1 cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, O1 shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If O1 cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, O1 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 O1 Telephone Exchange Services provisioned over Analog 2W Loops to be provided by Verizon to O1:

- 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 O1 does not request a coordinated cutover, Verizon will process O1's order as a new installation subject to applicable standard provisioning intervals.
- 3.3.1.2 O1 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 O1 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, O1 and Verizon shall mutually agree on a New Conversion Time, as defined below. O1 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 O1 the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.
- 3.3.1.3 O1 shall provide dial tone at the O1 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 O1; and
  - 3.3.1.5.2 If O1 requests to reschedule outside the one (1) hour time frame above, O1 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 O1 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 O1 will reschedule and, upon request from O1, 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 O1 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 O1 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, O1 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 O1'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 O1 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, O1 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 O1 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 O1 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 O1 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 O1 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 O1 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 O1 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 O1, 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, O1 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 O1'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 O1 after construction work has started, O1 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, O1 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 O1 and another CLEC shall be accomplished by prior negotiated arrangement between O1 and the other CLEC. O1 shall give Verizon written notice of this arrangement through the Verizon Global Wholesale Local Service Customer Profile Form (formerly referred to as the Verizon Partner Solutions Local Service Customer Profile Form) on the Verizon Global Wholesale website (formerly referred to as the Verizon Partner Solutions 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 O1. 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 O1's engaging in Line Splitting pursuant to this Section 4, O1 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 O1 by Verizon under the other sections of this Agreement. Such Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to O1 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 O1 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 O1'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 O1, Verizon shall allow O1 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 O1 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 O1, Verizon shall provide O1 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 O1 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 O1 may request that Verizon reactivate (if available) an unused drop and NID or provide O1 with access to a drop and NID that, at the time of O1's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).
- 6.1.2 Upon site-specific request, O1 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. O1 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 O1 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 O1 at such terminal. If O1 obtains access to a Sub-Loop Distribution Facility from a TOPIC, O1 shall install a TOPIC on an easement or Right of Way obtained by O1 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 O1 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 O1 for any of O1's electronics in the TOPIC. O1 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 O1 may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to O1, 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, O1 must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to a O1 TOPIC. To make such a request, O1 must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which O1 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 O1's demand for access to Sub-Loop Distribution Facilities at the requested FDI. O1 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. O1 must submit Sub-Loop Interconnection Applications to:

O1'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 O1 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 O1 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 O1'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 O1 breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide O1 with access to a Sub-Loop Distribution Facility, Verizon shall bill O1, and O1 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 O1 TOPIC and O1 has paid the full cost of such installation, O1 can request the connection of Verizon Sub-Loop Distribution Facilities to the O1 TOPIC. At the same time, O1 shall advise Verizon of the services that O1 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. O1 shall run any crosswires within the TOPIC.

- 6.1.8 If O1 requests that Verizon reactivate an unused drop and NID, then O1 shall provide dial tone (or its DSL equivalent) on the O1 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 O1 dial tone or equivalent from the TOPIC. If O1 requests that Verizon provide O1 with access to a Sub-Loop Distribution Facility that, at the time of O1's request, Verizon is using to provide service to a Customer, then, after O1 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, O1 shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit O1'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 O1 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 O1 and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. O1 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) O1 reports to Verizon a Customer trouble, (b) O1 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, O1 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 O1 is not available at the appointed time. If as the result of O1 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 O1 by Verizon. If as the result of O1 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 O1 by Verizon.

6.2 [Intentionally Left Blank].

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow O1 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**

[Intentionally Left Blank].

**8. Dark Fiber Transport**

8.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by O1, Verizon shall provide O1 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 O1 shall not request or obtain, unbundled access to any dark fiber facility that does not meet the definition of Dark Fiber Transport. 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 O1 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 O1 may access Dark Fiber Transport only at a pre-existing Verizon accessible terminal of such Dark Fiber Transport, and O1 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 O1 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 O1.

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 O1'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 O1 collocation arrangement.

- 8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of O1'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 O1'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, O1 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 O1. 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 O1. If access to Dark Fiber Transport is not available, Verizon will notify O1, 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 O1 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 O1 as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber Transport for O1's use for ten (10) Business Days from O1'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 O1 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 O1 does not have additional requirements for collocation. The parallel provisioning process shall be used

when O1 requires new collocation facilities or changes to existing collocation arrangements.

- 8.2.5.4 If no order is received from O1 for the reserved Dark Fiber Transport within ten (10) Business Days from O1's receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Transport that Verizon previously notified O1 are available. Should O1 submit an order to Verizon after the ten (10) Business Day reservation period for access to Dark Fiber Transport that Verizon has previously notified O1 was available, O1 assumes all risk that such Dark Fiber Transport will no longer be available.
- 8.2.5.5 Upon O1'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 O1 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 O1's requests for collocation, including augments, and Dark Fiber Transport.
  - 8.2.5.5.3 Before O1 submits a request for parallel provisioning of collocation and Dark Fiber Transport, O1 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 O1's collocation application has been accepted.
  - 8.2.5.5.4 O1 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 O1's Dark Fiber Transport request, O1 may cancel its collocation application within five (5) Business Days of such rejection and receive a refund of the collocation application fee paid by O1, less the costs Verizon incurred to date.
  - 8.2.5.5.6 If Verizon accepts O1'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 O1



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 O1 collocation application, O1 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 O1's collocation arrangement in such Verizon Central Office(s). O1 will prepare such request(s) in the manner and form specified by Verizon.
  - 8.2.5.5.8 If O1 cancels its collocation application, O1 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 O1 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 O1 in the condition that it is available in Verizon's network at the time that O1 submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber Transport for O1'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 O1 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 O1 as Dark Fiber Transport.
- 8.2.11 O1 shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Transport.
- 8.2.12 O1 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 O1 for use for

Special or Switched Exchange Access Services, O1 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 O1 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 O1 upon a showing of need to the Commission and twelve (12) months' advance written notice to O1; 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 O1 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 O1, or impair Verizon's ability to meet a legal obligation.
- 8.2.15 Except as expressly set forth in this Agreement, O1 may not reserve Dark Fiber Transport.
- 8.2.16 O1 shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Transport accommodate the requirements of O1; (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, O1's collocation arrangements with any proper optical cross connects or other equipment that O1 needs to access Dark Fiber Transport before it submits an order for such access. O1 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 O1 places an order for the applicable Dark Fiber Transport, and that it shall maintain the same going forward.
- 8.2.17 O1 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 O1 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, O1 may reserve the Dark Fiber Transport, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If O1 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 O1 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 O1 submits an order for Dark Fiber Transport without first obtaining the results of a field survey of such Dark Fiber Transport, O1 assumes all risk that the Dark Fiber Transport will not be compatible with O1's equipment, including, but not limited to, order cancellation charges.

## **9. Network Interface Device**

- 9.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by O1, Verizon shall permit O1 to connect a O1 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 O1 with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules. O1 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 O1 NID deployed by O1 or, if an entrance module is available in the Verizon NID, by connecting a O1 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 O1 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 O1 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 O1 remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 In no case shall O1 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 O1 is connecting a O1-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, O1 does not need to submit a request to Verizon and Verizon shall not charge O1 for access to the Verizon NID. In such instances, O1 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), O1 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, O1 may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to O1's NID.
- 9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, O1 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 O1 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. O1, its agent, the building owner or the Customer). If O1 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. O1, 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 O1's request, Verizon shall provide O1 with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment. Verizon shall provide O1 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 O1 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, O1 has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and O1 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, O1 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 O1 with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide O1 with such access in accordance with, but only to the extent required by, the Federal Unbundling Rules. All such transactions shall be submitted by O1 through such electronic interfaces.

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

14.1 Any request by O1 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. O1 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) O1 reports to Verizon a Customer trouble, (b) O1 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 O1 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 O1 is not available at the appointed time. O1 accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of O1 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 O1 by Verizon. If as the result of O1 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 O1 by Verizon. Verizon agrees to respond to O1 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 O1, 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 O1 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 O1 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 O1, 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. O1 must remain in compliance with said service eligibility criteria for so long as O1 continues to receive the aforementioned combined or commingled facilities and/or services from Verizon and O1 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, O1, 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 O1 leased from Verizon as of the Effective Date of this Agreement that O1 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 O1 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 O1.



- 16.2.3 Each certification to be provided by O1 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 O1'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 O1 failed to comply with the service eligibility criteria, then (without limiting Verizon's rights under Section 16.2.2 above) O1 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 O1's compliance with the service eligibility criteria, then O1 shall provide to the independent auditor for its verification a statement of O1'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 O1 submits such costs to the auditor, reimburse O1 for its out-of-pocket costs verified by the auditor. O1 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 O1 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 O1 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 Texas a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with O1 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 O1, in accordance with this Agreement, Verizon's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating O1'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 O1 only to the extent required by Applicable Law and may decline to provide Collocation to O1 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 O1 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.

Because of the Notices Abating the Proceedings regarding Tariff Control Nos. 22709 and 22710 issued by the Commission on July 11, 2000, Verizon shall provide Collocation according to the following terms and conditions in the State of Texas on an interim basis only until Verizon files another Collocation Tariff in Texas. At such time as there is a Verizon Collocation Tariff on file with the Commission, and subject to the foregoing, the following terms and conditions will be rendered ineffectual, and Verizon shall provide Collocation to O1 in accordance with the terms and conditions set forth in Verizon's Collocation Tariff, and Verizon shall do so regardless of whether or not such terms and conditions are effective.

Section I of this Collocation Attachment ("Attachment"), in conjunction with the rest of this Agreement, set forth the terms and conditions under which Verizon shall provide Collocation services to O1. Collocation provides for access to Verizon's "premises", for the purpose of interconnection and/or access to Unbundled Network Elements (UNEs). For the purposes of this Attachment, "premises" is defined to include Verizon's central offices, serving Wire Centers, and all other buildings or similar structures owned, leased, or otherwise controlled by Verizon that house Verizon's network facilities. Collocation at Verizon's Wire Centers and access tandems shall be accomplished through caged, cageless, virtual or microwave service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, Verizon shall provide adjacent Collocation or other methods of Collocation, subject to space availability and technical feasibility. In accordance with, but only to the extent required by Applicable Law, Verizon shall also offer rates, terms and conditions for Collocation services that are not expressly addressed in this Attachment or Verizon Tariffs on an individual case basis.

#### 1.1 Types of Collocation.

- 1.1.1 Single Caged. A single caged arrangement is a form of caged Collocation, which allows a single CLEC to lease caged floor space to house its equipment within Verizon premises.
- 1.1.2 Shared Caged. A shared caged arrangement is a newly constructed caged Collocation arrangement that is jointly applied for and occupied by two or more CLECs within a Verizon premise. When two or more CLECs request establishment and jointly apply for a new caged Collocation

arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). The HC and GC(s) are solely responsible for determining whether to share a shared caged Collocation arrangement and if so, upon what terms and conditions. The HC and GC(s) must each be interconnected to Verizon for the exchange of traffic with Verizon and/or to access unbundled network elements. Verizon will not issue separate billing for any of the rate elements associated with the shared caged Collocation arrangement between the HC and the GC(s), but Verizon will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all Collocation applicable services ordered by the HC and GC(s). The HC and GC will be responsible for ordering their own unbundled network elements from Verizon. Verizon will separately bill the HC and/or GC(s) for unbundled network elements ordered. The HC and GC(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing Collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the HC is reimbursed for all or any portion of such charges by the guest(s). All terms and conditions for caged Collocation as described in this Attachment will apply to shared caged Collocation requirements.

- 1.1.3 Subleased Caged. Vacant space available in a CLEC's caged Collocation arrangement may be made available to a third party(s) for the purpose of interconnection and/or for access to UNEs in Verizon premises via the subleasing Collocation arrangement. The CLEC subleases the floor space to the third party(s) pursuant to terms and conditions agreed to by the CLEC and the third party(s) involved. The CLEC and third party(s) must each be interconnected to Verizon for the exchange of traffic with Verizon and/or to access unbundled network elements. The CLEC is solely responsible for determining whether to sublease a shared caged Collocation arrangement and if so, upon what terms and conditions. Verizon will not issue separate billing for any of the rate elements associated with the subleased caged Collocation arrangement between the CLEC and the third party(s). The CLEC will be responsible for ordering and payment of all Collocation applicable services ordered by the CLEC and the third party(s). Each CLEC and third party will be responsible for ordering their own unbundled network elements from Verizon. Verizon will separately bill the CLEC and third party/parties for unbundled network elements ordered. The CLEC and third party(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing Collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party(s). All terms and conditions for caged Collocation as described in this Attachment will apply to subleased caged Collocation requirements.
- 1.1.4 Cageless. Cageless Collocation is a form of Collocation in which CLECs can place their equipment in Verizon premises. A cageless Collocation arrangement allows a CLEC, using Verizon approved vendors, to install equipment in single bay increments in an area designated by Verizon. The equipment location will be designated by Verizon and will vary based on individual Verizon premise configurations. CLEC equipment will not share the same equipment bays with Verizon equipment.

- 1.1.5 Adjacent. An adjacent Collocation arrangement permits a CLEC to construct or procure a structure on Verizon property for Collocation for the purposes of interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent Collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in Verizon's premise for caged and cageless Collocation; and (2) it is technically feasible to construct or procure a hut or similar structure on Verizon property that adheres to local building code, zoning requirements, and Verizon building standards. O1 is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. Verizon may, where required, participate in the zoning approval and permit acquisitions. O1 may not take any action in establishing an adjacent structure that will force Verizon to violate any zoning requirements or any federal, state, or local regulations, ordinances, or laws.

Any construction by O1 on Verizon property must comply with Verizon's technical specifications as they relate to environmental safety and grounding requirements. Verizon will make available power and physical Collocation services to O1 in the same non-discriminatory manner as it provides itself for its own remote equipment buildings (REBs).

- 1.1.6 Virtual. Under virtual Collocation, Verizon installs and maintains O1 provided equipment which is dedicated to the exclusive use of the O1 in a Collocation arrangement. Additional details on virtual Collocation are set forth in Section 1.9.
- 1.1.7 Microwave. Physical Collocation of microwave transmission facilities will be permitted on a first-come, first-served basis except where such Collocation is not practical for technical reasons or because of space limitations. Microwave Collocation provides for the interconnection of O1 or Verizon provided facilities, equipment and support structures located in, on or above the exterior walls and roof of Verizon premises. Additional details on microwave Collocation are set forth in Section 1.10.

## 1.2 Ordering.

### 1.2.1 Application.

- 1.2.1.1 Point of Contact. O1 must request Collocation arrangements through Verizon's designated point of contact. Completed applications for Collocation must be sent directly to Verizon's Collocation Project Manager at the following address: Collocation Project Manager, Verizon, 125 High Street, Room 1134, Boston, MA 02110; Facsimile: (617) 342-8515; E-Mail at: [collocation.applications@verizon.com](mailto:collocation.applications@verizon.com). Additional information and requirements regarding Collocation may be obtained from Verizon's public website at [www.verizon.com](http://www.verizon.com).
- 1.2.1.2 Application Form/Fee. O1 requesting Collocation at a Verizon premise will be required to complete the application form and submit the non-refundable engineering fee set forth in the Pricing Attachment, described in Section 1.5.1, for each Verizon premise at which Collocation is requested. The application form will require O1 to provide all engineering, floor space (where

applicable), power, environmental and other requirements necessary for the function of the service. O1 will provide Verizon with specifications for any non-standard or special requirements at the time of application. Verizon reserves the right to assess the customer any additional charges on an individual case basis ("ICB") associated with complying with the requirements. Any such charges shall be noticed to O1.

Verizon will process Collocation requests from CLECs on a first-come, first-serve basis pursuant to Verizon's receipt of a completed application form and the non-refundable engineering fee.

- 1.2.2 Space Availability. Subject to forecasting requirements, Verizon will inform O1 whether space is available to accommodate O1's request within eight (8) Business Days after receipt of a completed application. Verizon's response will be one of the following:
  - 1.2.2.1 There is space and Verizon will proceed with the arrangement.
  - 1.2.2.2 There is no space. Verizon will proceed as described in Section 1.4.1.
  - 1.2.2.3 There is no readily available space, however, Verizon will determine whether space can be made available and will notify O1 within twenty (20) Business Days. At the end of this period, Verizon will proceed as described in 1.2.2.1 or 1.2.2.2 above.
- 1.2.3 Collocation Schedule. If space is available, Verizon will provide to O1 a Collocation schedule describing Verizon's ability to meet the physical Collocation request within eight (8) Business Days after receipt of a completed application. O1 shall have nine (9) Business Days from receipt of a Verizon provided Collocation schedule to pay 50% of the NRCs associated with the ordered Collocation services.

If the application is deficient, Verizon will specify in writing, within eight (8) Business Days, the information that must be provided by O1 in order to complete the application. If O1 resubmits a revised application curing any deficiencies in its original application within ten (10) calendar days after being informed of them, O1 shall retain its position within the Collocation application queue.
- 1.2.4 [Intentionally Left Blank].
- 1.2.5 Augmentation. Any request for an addition, partial reduction, or a change to an existing Collocation arrangement that has been inspected and turned over to O1 shall be considered an augmentation request. An augmentation request will require the submission of a complete application form and a non-refundable engineering or minor augment fee. A minor augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:
  - 1.2.5.1 Major augments of Collocation arrangements are those requests that: (a) require AC or DC power; (b) add equipment that generates more BTU's of heat, or (c) increase the floor space over what O1 requested in its original application. A complete application and engineering fee will be required when submitting a request that requires a major augment.

1.2.5.2 Minor augments of Collocation arrangements will require the submission of a complete application form and the minor augment fee. Minor augments are those requests that: (a) do not require additional DC and AC power, (b) do not add equipment that generates more BTU's of heat, (c) do not increase floor space, and (d) do not add transmission cables, over what O1 requested in its original application. The requirements of a minor augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for additional DS0, DS1, and DS3 facility terminations to access Verizon's unbundled network elements are included as minor augments, providing no additional transmission cables are required.

Minor augments that require an augment fee are those requests that require Verizon to perform a service or function on behalf of O1 including but not limited to: installation of virtual equipment cards or software upgrades, removal of virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

Minor augments that do not require a fee are those augments performed solely by O1, that do not require Verizon to provide a service or function on behalf of O1, including but not limited to, requests to install additional equipment in O1 Collocation space. Prior to the installation of the additional equipment, O1 agrees to provide Verizon an application form with an updated equipment listing that includes the new equipment to be installed in O1's Collocation arrangement. Once the equipment list is submitted to Verizon, O1 may proceed with the augment. O1 agrees that changes in equipment provided by O1 under this provision will not exceed the engineering specifications for power and HVAC as requested on original application. All augments will be subject to Verizon inspection, in accordance with term of this contract for the purpose of ensuring compliance with Verizon safety standards.

1.2.6 Expansion. Verizon will not be required to construct additional space to provide for O1 Collocation when available space has been exhausted. Where O1 seeks to expand its existing Collocation space, Verizon shall make contiguous space available to the extent possible; provided, however, Verizon does not guarantee contiguous space to O1 to expand its existing Collocation space. O1 requests for expansion of existing space within a specific Verizon premise will require the submission of an application form and the appropriate major augment fee.

1.2.7 Relocation. O1 requests for relocation of the termination equipment from one location to a different location within the same Verizon premise will be handled on an ICB basis. O1 will be responsible for all costs associated with the relocation of its equipment.

### 1.3 Installation and Operation.



1.3.1 Joint Planning and Implementation Levels for Physical Collocation.  
Verizon and O1 shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (caged and cageless) Collocation arrangement implementation interval is seventy-six (76) Business Days for all standard arrangement requests which were properly forecast six (6) months prior to the application date, subject to the conditions set forth for forecasting and capacity. Major construction obstacles or special O1 requirements may extend the interval by fifteen (15) Business Days, resulting in a ninety-one (91)-Business Day interval.

1.3.1.1 The interval for Collocation augments which were properly forecast six months prior to the application date, subject to Section 1.3.1.4 as well as the conditions for forecasting and capacity, is forty-five (45) Business Days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:

- 1.3.1.1.1 800 2 wire voice grade terminations, or
- 1.3.1.1.2 400 4 wire voice grade terminations, or
- 1.3.1.1.3 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where O1 is eligible for line sharing/line splitting, or
- 1.3.1.1.4 28 DS1 terminations, or
- 1.3.1.1.5 24 DS3 terminations, or
- 1.3.1.1.6 12 fiber terminations, or
- 1.3.1.1.7 Conversion of 2 wire voice grade to 4 wire (minimum 100 – maximum 800), or
- 1.3.1.1.8 2 feeds (1A and 1B) DC power fused at 60 amps or less, or
- 1.3.1.1.9 DC Power as defined in 8 preceding, plus any one (1) additional item as defined in 1 through 7 preceding; or 2 of the following: a) 28 DS1 terminations; b) 3 DS3 terminations; or c) 12 fiber terminations. O1 must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at 85% utilization or above unless O1 can demonstrate to Verizon that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the forty-five (45) Business Day augment interval; or b) other good cause or causes that O1 cross connect capacity may be exceeded by the end of the forty-five (45) Business Day augment interval.

1.3.1.2 For 2 wire to 4 wire voice grade conversions, all pairs must be

- spare and in consecutive 100 pair counts.
- 1.3.1.3 The following standard implementation milestones will apply, in Business Days, unless Verizon and O1 jointly decide otherwise:
- 1.3.1.3.1 Day 1—O1 submits completed application and associated fee.
  - 1.3.1.3.2 Day 8—Verizon notifies O1 that request can be accommodated and advises of due date.
  - 1.3.1.3.3 Day 17—O1 notifies Verizon of its intent to proceed and submits 50% payment.
  - 1.3.1.3.4 Day 30—Material ships and is received at vendor warehouse; O1 provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where O1 is eligible for line sharing/line splitting).
  - 1.3.1.3.5 Day 45—Augment (as defined herein) completes.
  - 1.3.1.3.6 Day 76—Verizon and O1 attend Collocation acceptance meeting and Verizon turns over the Collocation arrangement to O1. Day 76 also applies to completion of other augments not defined herein.
- 1.3.1.4 The forty-five (45) Business Day interval is subject to the following requirements:
- 1.3.1.4.1 Infrastructure to support the requested augment must be in place (e.g., cable racking from common area to distributing frames, relay racks for splitter shelves, frame capacity for termination blocks, cable holes, fuse positions at existing Battery Distribution Fuse Boards (BDFBs).
  - 1.3.1.4.2 The O1 must install sufficient equipment to support requested terminations/facilities.
  - 1.3.1.4.3 In large central offices with complex cable runs (i.e., multiple floors), the Verizon may request to negotiate extensions to the forty-five (45) Business Day interval.
- 1.3.1.5 A preliminary schedule will be developed outlining major milestones. O1 and Verizon control various interim milestones they must complete in order to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone O1 misses (day for day). When Verizon becomes aware of the possibility of vendor delays, Verizon will first contact O1 to attempt to negotiate a new interval. If Verizon and O1 cannot agree, the dispute will be submitted to the Commission for prompt resolution. Verizon and O1 shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. Verizon will permit O1 to schedule one

escorted visit to O1's Collocation space during construction. The applicable labor rates in the Pricing Attachment will be applied for the escorted visit. In the case of extended intervals resulting from within Verizon's control or resulting from vendor delays, and provided the necessary security is in place, Verizon will permit O1 access to the Collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and O1's work does not impair or interfere with Verizon in completing Verizon's work. Prior to O1 beginning the installation of its equipment, O1 must sign a conditional acceptance of the Collocation arrangement. If O1 elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by O1.

1.3.1.6 Intervals for non-standard arrangements, including adjacent Collocation, shall be mutually agreed upon by O1 and Verizon.

1.3.1.7 Verizon will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on an application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). Verizon will use its best efforts to minimize the additional time required to condition Collocation space, and will inform O1 of the time estimates as soon as possible.

#### 1.3.2 Forecasting and Use of Data.

1.3.2.1 Verizon will request forecasts from O1 on a semi-annual basis, with each forecast covering a two-year period. O1 will be required to update the near-term (6-month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for virtual or physical (caged or cageless) Collocation, square footage required (physical), high-level list of equipment to be installed (virtual), and anticipated splitter arrangements where O1 is eligible for line sharing/line splitting. For augments, O1 may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.

If Verizon has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with O1 to determine the required space to be conditioned. If Verizon commits to condition space based on forecasts and if O1 is assigned space, O1 will give Verizon a non-refundable deposit equal to the application fee. Verizon will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. Verizon will consider forecasts in staffing decisions. Verizon will enter into planning discussions with O1 to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

1.3.2.2 Unforecasted demand (including augments) will be given a

lesser priority than forecasted demand. Verizon will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond Verizon's capacity limits, Verizon will negotiate longer intervals as required (and within reason). In general, if forecasts are received less than two (2) months prior to the application date, the interval start day may be postponed as follows:

- 1.3.2.2.1 No forecast: Interval Start Date commences two (2) months after application receipt date.
- 1.3.2.2.2 Forecast received one (1) month or less prior to application receipt date: Interval Start Date commences two (2) months after application receipt date.
- 1.3.2.2.3 Forecast received greater than one (1) month and less than two (2) months prior to application receipt date: Interval Start Date commences one (1) month after application receipt date.
- 1.3.2.2.4 Forecast received two (2) months or more prior to application receipt date: Interval Start Date commences on the application receipt date.
- 1.3.2.2.5 Any such interval adjustments will be discussed with O1 at the time the application is received.

### 1.3.3 Collocation Capacity.

1.3.3.1 Verizon's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, Verizon will attempt to smooth the demand via negotiations with the forecasting CLECs. If Verizon and O1 fail to agree to smooth demand, Verizon will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the Commission Staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options.

1.3.3.2 If Verizon augments its workforce based on O1 forecasts and if O1 refuses to smooth demand as described in Section 1.3.1.1, O1 will be held accountable for the accuracy of their forecasts.

1.3.4 Vendor Capacity. Verizon will continuously seek to improve vendor performance for all premises work, including Collocation. Since the vendors require notice in order to meet increases in demand, Verizon will share O1 actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.

1.3.5 Responsibility for Vendor Delays. No party shall be excused from their obligations due to the acts or omissions of a Party's subcontractors, material, person, suppliers or other third persons providing such products or services to such Party unless such acts or omissions are the product of a Force Majeure Event, or unless such delay or failure and the

consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or failure to perform.

1.3.6 Space Preparation.

1.3.6.1 Cage Construction. For caged Collocation, O1 may construct the cage with a standard enclosure if they are a Verizon approved contractor or O1 may subcontract this work to a Verizon approved contractor.

1.3.6.2 Site Selection/Power. Verizon shall designate the space within its premise where O1 shall collocate its equipment. Verizon will assign Collocation space to O1 in a just, reasonable, and nondiscriminatory manner. Verizon will allow O1 requesting caged or cageless Collocation to submit space preferences on the Application Form prior to assigning caged and cageless Collocation space to O1. Verizon will assign caged and cageless space in accordance with the following standards: (1) O1's Collocation costs cannot be materially increased by the assignment; (2) O1's occupation and use of Verizon's premises cannot be materially delayed by the assignment; (3) The assignment cannot impair the quality of service or impose other limitations on the service O1 wishes to offer; and (4) The assignment cannot reduce unreasonably the total space available for caged and cageless Collocation, or preclude unreasonably, caged and cageless Collocation within Verizon's premises.

Verizon may assign caged and cageless Collocation to space separate from space housing Verizon's equipment, provided that each of the following conditions is met: (1) Either legitimate security concerns, or operational constraints unrelated to Verizon's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (2) Any caged and cageless Collocation space assigned to an affiliate or subsidiary of Verizon is separated from space housing Verizon's equipment; (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space; (4) The cost of the separated space to O1 will not be materially higher than the cost of non-separated space; and (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

Where applicable, Verizon shall provide, at the rates set forth in the Pricing Attachment described in Section 1.5.1, 48V DC power with generator and/or battery back-up, heat, air conditioning and other environmental support to O1's equipment in the same standards and parameters required for Verizon equipment within that Verizon premise. O1 may install AC convenience outlets and overhead lighting if O1 is a Verizon approved contractor, or this work may be subcontracted to a Verizon approved contractor.

1.3.6.3 DC Power. Verizon will provide DC power to the Collocation arrangement as specified by O1 in its Collocation application. The O1 will specify the load on each feed and the size of the

fuse to be placed on each feed. O1 must order a minimum of ten (10) load amps for each caged, cageless, and virtual Collocation arrangement. O1 may order additional DC Power (beyond the minimum) in one (1) amp increments. Charges for DC power will be applied based on the total number of load amps ordered on each feed.

For example, if O1 orders a total of 40 load amps of DC power and an A and B feed, O1 could order 20 load amps on the A feed and 20 load amps on the B feed. Verizon will permit O1 to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, O1 could order that each feed be fused at 50 amps if O1 wants one feed to carry the entire load in the event the other feed fails. Accordingly, O1 will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.

- 1.3.6.4 O1 is responsible for engineering the power consumption in its Collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. Verizon will engineer the power feeds to the Collocation arrangement in accordance with industry standards based upon requirements ordered by O1 in its Collocation application. Any subsequent orders to increase DC power load at a Collocation arrangement must be submitted on a Collocation application.
- 1.3.6.5 Verizon reserves the right to perform random inspections to verify the actual power load being drawn by a Collocation arrangement. At any time, without written notice, Verizon may measure the DC power drawn at an arrangement by monitoring Verizon's power distribution point. In those instances where Verizon needs access to the Collocation arrangement to make these measurements, Verizon will schedule a joint meeting with O1.
- 1.3.6.6 If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.
- 1.3.6.7 If the inspection reveals that the power being drawn exceeds the total number of load amps ordered but is within the applicable buffer zone, as defined in Section 1.3.6.7.2, that arrangement is subject to the following treatment:
  - 1.3.6.7.1 Verizon will provide O1 with written notification, by certified US mail to the person designated by O1 to receive such notice, that more power is being drawn than was ordered. Within ten (10) Business Days of the date of receipt of notification, O1 must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. Verizon will accept a certification signed by a representative of O1 that power consumption has been reduced to match the

ordered load. Failure to reduce the power being drawn or submit a revised application within ten (10) Business Days will result in an increase in the amount of power being billed to the audited load amount.

- 1.3.6.7.2 For a Collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be 120% of load, as long as the second violation is not for the same Collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same Collocation arrangement, and for any violation where the Collocation arrangement has more than 100 amps fused, the buffer zone will be 110% of load.
- 1.3.6.8 If the first inspection reveals that the power being drawn is greater than the applicable buffer zone specified in Section 1.3.6.7.2, that arrangement is subject to the following treatment:
  - 1.3.6.8.1 Verizon will notify the person designated by O1 to receive such notice via telephone or e-mail that Verizon will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. Verizon will not wait for O1 or require it to be present during the second inspection.
  - 1.3.6.8.2 Additional Labor charges, as set forth in the Pricing Attachment, apply for the cost associated with performing this inspection.
  - 1.3.6.8.3 O1 may perform its own inspection at O1's cage. O1 is not required to wait for Verizon or require it to be present during O1 test. Upon request of O1, Verizon will send a representative to accompany O1 to conduct a joint inspection at O1 cage at no charge to O1. Nothing herein shall be construed to prohibit O1 from testing at its own cage. O1 will send the results of its own audit measurements to Verizon if they are taken in response to a notice of violation under this section and if O1's measurements differ from Verizon's.
  - 1.3.6.8.4 If the second test also exceeds the applicable buffer zone, Verizon will provide O1 with written notification, within ten (10) Business Days, by certified U.S. mail to the person designated by O1 to receive such notice that it has exceeded its ordered power. The notification will include: (1) initials or identifying number of Verizon technician(s) who performed the inspection; (2) dates and times of the inspections; (3) the make, model and type of test equipment used; (4) the length of monitoring and the results of the specific audit; (5) the total load amps

currently being billed; (6) how the test was done; and (7) any other relevant information or documents.

- 1.3.6.8.5 Verizon will maintain a file of results taken of any inspections for two (2) years and such file will be made available to O1 that was audited, upon request. Verizon will treat as confidential information the identity of CLECs that it audits as well as the results of such audits, unless it receives prior written consent of the affected CLEC to disclose such information or is required by Applicable Law to disclose such information to a court or commission. The foregoing does not preclude Verizon from making the notice described in Section 1.3.6.8.6.
- 1.3.6.8.6 If O1 disagrees with the results of the audit, O1 will first notify Verizon. Verizon and O1 will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke dispute resolution processes set forth in this Agreement. The dispute resolution process set forth in this Agreement can be initiated by either party after thirty (30) calendar days have elapsed. This period commences: (1) ten (10) Business Days from receipt of the notification, in the case of violation within the buffer zone; or (2) after O1 has received notice of the second test, in the case of a violation over the buffer zone.
- 1.3.6.8.7 With the notification required by Section 1.3.6.8.4, Verizon will also notify O1 that it must submit a non-scheduled attestation of the power being drawn at each of its remaining Collocation arrangements in the state. O1 must submit this non-scheduled attestation within fifteen (15) Business Days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of additional labor charges for any subsequent DC power inspections Verizon performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in Section 1.3.6.11.
- 1.3.6.9 If the inspection reveals that the power being drawn is greater than the applicable buffer zone set forth in Section 1.3.6.7.2, then O1 shall pay Verizon for additional power, as well as make separate and additional payments to a charitable organization agreed upon by the parties ("Charity") in accordance with the following:
  - 1.3.6.9.1 For the first such violation within the same consecutive twelve (12) month period, O1 will be billed the audited load amount for four (4) months. O1 will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the



audited load for four (4) months. O1 must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.

- 1.3.6.9.2 For the second such violation within the same consecutive twelve (12) month period, O1 will be billed the audited load amount for five (5) months. O1 will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the audited load for five (5) months. O1 must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.
- 1.3.6.9.3 For the third such violation within the same consecutive twelve (12) month period, O1 will be billed the audited load amount for six (6) months. O1 will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the audited load for six (6) months. O1 must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.
- 1.3.6.9.4 For more than three (3) violations within the same consecutive twelve (12) month period, Verizon will bill O1 at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received.
- 1.3.6.9.5 Verizon will notify O1 that it is being billed pursuant to this Section 1.3.6.9, designating the applicable number of months and also calculating the payment owed to the Charity, under the provisions set forth preceding.
- 1.3.6.9.6 At the conclusion of any dispute resolution proceeding, the above payments will be self-executing.
- 1.3.6.10 If O1 has requested a power augment under which the audited amount would be within the augmented load, plus the applicable buffer zone set forth in Section 1.3.6.7.2, and the augment is late due to the fault of Verizon, the payments specified in Section 1.3.6.9 will not be imposed and the parties will not count such an instance for purposes of implementing Section 1.3.6.9.5.
- 1.3.6.11 Annually, O1 must submit a written statement signed by a responsible officer of O1, which attests that it is not exceeding the total load of power as ordered in its Collocation applications. This attestation, which must be received by Verizon no later than the last day of June, shall individually list all of O1's completed Collocation arrangements provided by Verizon in the state. If O1 fails to submit this written statement by the last day in June, Verizon will notify O1 in writing that it has thirty (30) calendar

days to submit its power attestation. Failure to submit the required statement within the thirty (30) calendar day notice period will result in the billing of DC power at each Collocation arrangement to be increased to the total number of amps fused until such time as Verizon receives the required written statement by O1.

1.3.6.12 Whenever Verizon is required to perform work on a Collocation arrangement as a result of O1's order for a reduction in power requirements (e.g., change in fuse size), Verizon will assess a non-recurring charge for the additional labor. The non-recurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in the Pricing Attachment.

1.3.6.13 If O1 orders a change in the power configuration requiring new -48 volt DC power feeds to the Collocation arrangement, Verizon will require an engineering/major augment Fee with an application, as set forth in the Pricing Attachment, subject to the terms and conditions described in Section 1.2.5. In addition, if O1's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the engineering/major augment fee as set forth in the Pricing Attachment applies. Verizon will work cooperatively with O1 to configure the new power distribution cables and disconnect the old ones.

#### 1.3.7 Equipment and Facilities.

1.3.7.1 Purchase of Equipment. O1 will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the Collocation area. Verizon is not responsible for the design, engineering, or performance of O1's equipment and provided facilities for Collocation. Upon installation of all transmission and power cables for Collocation services, O1 relinquishes all rights, title and ownership of transmission (excluding fiber entrance facility cable) and power cables to Verizon.

1.3.7.2 Permissible Equipment. Verizon shall permit the Collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards: (1) Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude O1 from obtaining interconnection with Verizon at a level equal in quality to that which Verizon obtains within its own network or Verizon provides to any of its affiliates, subsidiaries, or other parties; and (2) Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude O1 from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the