



Verizon Northwest Inc.

P.O. Box 1003
Everett, WA 98206-1003
Fax: 425-261-5262

March 26, 2007

Ms. Carole J. Washburn,
Executive Secretary
Washington Utilities and
Transportation Commission
Chandler Plaza Building
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504

RECEIVED
RECORDS MANAGEMENT
07 MAR 28 AM 9:21
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 314

Dear Ms. Washburn:

Enclosed for the Commission's file is a verified copy of a Verizon Partner Solutions Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business Network Services, Verizon Long Distance, Verizon Enterprise Services and Verizon Select Services. As described in the opening paragraph, this replaces a prior agreement; the Commission docketed that agreement as number 061091. The Commission may disregard the confidentiality footer on the agreement.

Please call me at 425-261-5006 if you have any questions.

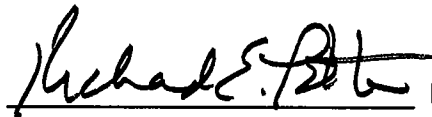
Very truly yours,

Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of a Verizon Partner Solutions Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business Network Services, Verizon Long Distance, Verizon Enterprise Services and Verizon Select Services.

 Date: 3.26.07

Richard E. Potter
Director
Verizon Northwest Inc.

**VERIZON PARTNER SOLUTIONS
MASTER SERVICES AGREEMENT**

GENERAL TERMS AND CONDITIONS

THIS VERIZON PARTNER SOLUTIONS MASTER SERVICES AGREEMENT (this "Agreement") is entered into by and among Verizon Services Corp., on behalf of the Verizon operating telephone companies identified on Attachment 1 hereto (individually and collectively, "Verizon"), on the one hand, and Verizon Business Network Services, Inc. ("VBNS"), on behalf of Verizon Global Networks Inc. and the former MCI Affiliates identified on Attachment 1.1 hereto, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance ("VLD"), NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions ("VES"), and Verizon Select Services Inc. ("VSSI"), on the other hand (VBNS, VLD, VES, and VSSI are hereinafter referred to collectively as "Customer") (each individually, a "Party," and collectively, the "Parties") effective as of March 31, 2007 (the "Effective Date") and, as of the Effective Date, restates in its entirety, and adds additional Customers to, that certain Master Services Agreement (the "Original MSA"), dated as of June 19, 2006, by and between Verizon and Verizon Global Networks Inc. Notwithstanding the foregoing, any obligations incurred prior to the Effective Date under the Original MSA and the Attachments thereto, shall continue on the terms, conditions and rates set forth therein.

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be bound, hereby agree as follows:

1. Composition of Agreement; Services to be Provided Under Agreement

This Agreement comprises the General Terms and Conditions, the Attachments hereto, and for legitimately related and demonstrable charges not covered in the Agreement, the terms of Verizon's applicable tariffs (i.e., Verizon's FCC Tariffs Nos. 1, 11, 14, 16 and 20; individually and, collectively, the "Tariffs"), which Tariff terms and conditions are hereby incorporated by reference. Verizon agrees to provide and Customer agrees to accept and pay for those services ("Services") as may be requested by Customer, all as more particularly described in Attachment 2 hereof (and in any Attachments for other Services that the Parties agree to include as part of this Agreement after the Effective Date hereof) and, subject to, the terms of this Agreement. The Services may be requested by Customer, and will be made available upon reasonable notice to the applicable Verizon operating telephone company(ies) set forth on Attachment 1 hereto, in those service territories where such Services are or can be made available with reasonable effort. In the event of a conflict between the General Terms and Conditions, the Attachments thereto and/or applicable Tariffs, the following order of precedence shall prevail (with "1" being the highest order of precedence): (1) the General Terms and Conditions; (2) the applicable Attachment thereto; and (3) the applicable Tariffs.

2. Rates and Charges

Customer will pay the rates and charges set forth in this Agreement (including, without limitation, the rates and charges set forth in the Attachments hereof), together with all applicable, taxes, fees, surcharges and the like assessed pursuant to Applicable Law (as defined below), regulations, or Tariffs in connection with the Services. Such taxes, fees, surcharges and/or the like are subject to change without separate notice to Customer pursuant to this Agreement. To the extent required by Applicable Law and notwithstanding contrary terms in this Agreement, Customer shall compensate Verizon, and Verizon shall charge Customer, for Services in accordance with cost allocation and affiliate transaction rules of the FCC as set forth in 47 CFR Parts 32 and 64.

3. Unenforceability of Provisions

Subject to Section 15.2 hereof, the invalidity or unenforceability of any provision of this Agreement or portion thereof does not affect the validity or enforceability of any other provision or portion. Subject to section 15.2 hereof, if any provision or portion of this Agreement is deemed invalid or unenforceable for any reason, there shall be deemed to be made such minimum change in such provision or portion as is necessary to make it valid and enforceable as so modified in order to give effect to the intent of the Parties; provided, however, that if the making of such minimum change is not feasible or not practical under the circumstances, said provision or portion thereof shall be ineffective to the extent of such invalidity or unenforceability only, without affecting in any way the remaining parts of said provision or the remaining provisions of this Agreement.

4. Entire Agreement; Modifications in Writing

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the Services, supersedes all prior or contemporaneous agreements, understandings, or representations (oral or written), relating thereto, and merges all prior discussions between the Parties. No representations or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those contained in this Agreement. No modification of this Agreement or subsequent agreement between the Parties concerning the Services shall be effective or binding unless it is made in writing and signed by an authorized representative of each Party.

5. Term and Termination

5.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until December 31, 2012 (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for successive two (2) year periods (each such period, an "Additional Term" and, together with the Initial Term, the "Term") unless and until cancelled or terminated as provided in this Agreement. Notwithstanding the foregoing, this Agreement is subject to termination by Customer upon one hundred eighty (180) calendar days prior written notice to Verizon. Additionally, Service-specific term commitments are set forth in the Attachments, any Service-specific term commitments that extend beyond the Term will continue after the end of the Term in accordance with the provisions of the applicable Attachments, and commitments made during the Term shall survive the Agreement. The terms of this Agreement will continue to apply to all Services with Service-specific term commitments that extend beyond the Term.

5.2 The rates and charges set forth in the Attachments of this Agreement are established in consideration of and may be contingent upon Customer's agreement to purchase a minimum amount/volume of Services during each year/quarter/month of the Service-specific term set forth in the applicable Attachment. If Customer cancels or causes the termination of this Agreement or any Services provided hereunder prior to expiration of the applicable Service-specific term, Customer shall be required to promptly pay to Verizon termination and/or underutilization charges as set forth in the applicable Attachment, in addition to all other amounts already owed.

5.3 Verizon may terminate, suspend, or limit use of any Services provided under this Agreement without liability and with notice as required by Applicable Law to Customer, for the following reasons: (a) the Services are being used in violation of any applicable federal, state, or local law, ordinance or regulation; (b) the Services are being used in an unauthorized or fraudulent manner; (c) the use of the Services adversely affects Verizon's equipment or its service to others in a manner beyond the commercially reasonable control of Verizon; (d) a court or other governmental authority having

jurisdiction issues an order prohibiting Verizon from furnishing the Services to Customer; (e) Customer fails to timely pay any charges for Services provided by Verizon (except for charges that are subject to a bona fide dispute); or (f) Customer fails to materially comply with any processes or procedures used by Verizon (e.g., processes associated with ordering, maintenance and repair functions) to provide Services hereunder.

6. Applicable Law; Construction

6.1 The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of New York, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws. Verizon and Customer each irrevocably consents to the personal and subject matter jurisdiction of the courts located in the Borough of Manhattan, State of New York to the extent necessary to give effect to or to enforce the provisions of this Agreement, and waives any defense of lack of jurisdiction, improper venue or inconvenient forum.

6.2 Each Party and the Service(s) shall remain in compliance with all effective federal, state and local laws, ordinances, government regulations, government orders and codes (including procurement of required permits or certificates), applicable to each Party's performance of its obligations under this Agreement. Interstate services shall be subject to the jurisdiction of the applicable laws of the United States, including without limitation, the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as amended from time to time (the "Act"), and orders, decrees, rules, and regulations of the Federal Communications Commission ("FCC") and courts of competent jurisdiction. The foregoing shall be referred to collectively as "Applicable Law."

6.3 To the extent that any state statute, order, rule or regulation or any regulatory agency having competent jurisdiction over one or both Parties to this Agreement requires that this Agreement or any subsequent amendment hereto be filed with or approved by such regulatory agency before this Agreement or any such amendment may be effective, this Agreement or any such amendment shall not be effective in such state until the first business day after such approval or filing shall have occurred.

6.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

6.5 No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

7. Use of ACNAs

Customer represents and warrants that it has exclusive ownership or has the right to utilize (by written authorization from the owner of such ACNA) the ACNAs set forth on Attachment 1.2. Based on such representation and warranty, the Parties shall use such ACNAs in administering the terms of this Agreement.

8. Assurance of Payment

8.1 At any time and from time to time based on the conditions set forth in this Section 8, Verizon may request, and Customer shall provide to Verizon, adequate assurance of payment of amounts due and payable (or to become due and payable) to Verizon hereunder.

8.2 Verizon may request, and Customer shall provide, assurance of payment of charges if Customer, subject to Section 11.3 hereof, (a) on or after the Effective Date, fails to timely pay in respect of any given month more than twenty five percent (25%) of the aggregate amount billed in Invoices rendered to Customer by Verizon or its Affiliates (as defined in the Act) during such month for Services hereunder and not subject to bona fide dispute, (b) on or after the Effective Date, fails to timely pay in respect of any two months during any twelve (12) month period more than ten percent (10%) of the aggregate amount billed in Invoices rendered to Customer by Verizon or its Affiliates during such months for Services hereunder and not subject to bona fide dispute, (c) on or after the Effective Date, is acquired (whether in whole or by majority or controlling interest) by an entity that is insolvent, that is subject to bankruptcy or insolvency proceedings, that owes past due amounts to Verizon or any of its Affiliates or that is a materially greater credit risk than Customer, or (d) is unable to pay its debts as such debts become due and payable, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. If Customer is subject to bankruptcy or insolvency proceedings assurance of payment is only required to the extent not prohibited by Applicable Law, including the U.S. Bankruptcy Code.

8.3 Unless otherwise agreed in writing by the Parties, at Customer's sole discretion, the assurance of payment shall consist of either (a) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon in its sole discretion, (b) a cash deposit to be held in a liquid government insured investment, as directed by Customer, with all earned interest credited to Customer's account as mutually agreed between the Parties, or (c) a parent guarantee in form and substance satisfactory to Verizon in its sole discretion. Such letter of credit, deposit, or parent guarantee, as applicable, shall be required to be established within fifteen (15) calendar days after Customer's receipt of the notice requiring such assurance of payment, and shall be in an amount equal to two (2) months anticipated charges (including both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to Customer in connection with this Agreement.

8.4 Verizon may (but shall not be obligated to) draw upon the letter of credit or deposit, or demand payment under the guarantee, as applicable, upon notice to Customer in respect of any amounts to be paid by Customer hereunder that are not paid within thirty (30) calendar days of the date that payment of such amounts is required by this Agreement.

8.5 If Verizon draws upon the letter of credit or deposit, as applicable, upon request by Verizon, Customer shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 8.3 or supplement the deposit, as applicable.

8.6 Should Customer fail to provide assurance of payment as required by this Section 8, such failure shall constitute an act of material breach. Without limiting any other rights or remedies to which Verizon may be entitled as a result of such material breach, Verizon shall have no obligation to perform under this Agreement until such time as Customer has provided Verizon with the required assurance of payment.

8.7 The fact that assurance of payment is requested by Verizon hereunder shall in no way relieve Customer from its obligation to comply with the requirements of this Agreement relating to payment for the Services, nor shall such request constitute a waiver or modification of the terms herein pertaining to the discontinuance of the Services for nonpayment of any amounts payment of which is required by this Agreement.

8.8 If Customer, after having provided assurance of payment as required pursuant to Section 8.2(a) or 8.2(b) hereof, subsequently timely pays at least ninety percent (90%) of the aggregate amount billed in Invoices rendered to Customer by Verizon or its Affiliates during each of twelve (12) consecutive months for Services hereunder and not subject to bona fide dispute, Customer shall be released from the obligation to provide such assurance of payment under this Section 8 until such time if any as Customer again fails to satisfy the requirements of this Section 8. If assurance of payment remains in place at such time as the provision of all Services under this Agreement is terminated, upon payment in full of all amounts owing hereunder and not subject to bona fide dispute, such assurance of payment shall be returned to Customer.

9. Authorization

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as Customer has obtained such FCC and state utility commission authorizations as may be required by Applicable Law for conducting business in the states where Customer intends to purchase the Services. Customer shall provide proof of such authorization to Verizon upon request. In the event Customer is prohibited, either on a temporary or permanent basis, from continuing to conduct its telecommunications operations in a given jurisdiction, Customer shall (a) immediately notify Verizon by facsimile, (b) send written notice to Verizon within twenty-four (24) hours of such prohibition, and (c) take immediate steps to suspend or discontinue its use of Services in such jurisdiction.

10. Ordering and Repair Processes

Customer shall order Services from Verizon using the same ordering processes and systems interfaces previously used with Verizon in connection with similar service arrangements and associated features for purposes of pre-order, order, maintenance and repair functions. If Verizon should change such processes, including Operations Support Systems ("OSS") interfaces, such changed processes shall apply to Customer. Customer shall use Verizon's electronic operations support system access platforms to submit orders (i.e., ASRs) for provisioning as well as for submitting requests for maintenance and repair of the Services. If Verizon has not yet deployed an electronic capability for Customer to perform a provisioning, maintenance or repair transaction offered by Verizon, or if Verizon and Customer have agreed on other processes to submit orders, Customer shall use such other processes as Verizon has made available for performing such transaction.

11. Invoices and Payment; Disputed Amounts

11.1 Verizon shall submit to Customer on a monthly basis a statement(s) of charges incurred by Customer under this Agreement in itemized form (an "Invoice"). The Invoice shall be transmitted electronically in an industry standard format (i.e. CABS, OBF) or, under circumstances where Verizon is unable to submit electronic Invoices, in paper form in accordance with Section 25 hereof at no cost to Customer; provided, however, that once Verizon's capability to send electronic invoices is restored, Verizon shall resubmit such Invoices electronically. Customer shall have the capability to receive the Invoice electronically. Customer shall have the option to request paper bills containing all detail that is available on the corresponding electronic invoice at additional cost as agreed upon between the Parties. All Invoices shall be transmitted to the locations designated by Customer. Customer must notify Verizon of any change in the locations to which such Invoices are to be transmitted within five (5) Business Days (as defined below) of such change in locations. For purposes of this Agreement, "Business Day" shall mean each Monday through Friday, except for holidays observed by Verizon.

11.2 Customer shall pay all amounts due and payable under this Agreement in immediately available U.S. funds, on or before the later of the following dates (the "Due Date"): (a) the due date specified in the Invoice; or (b) twenty (20) calendar days after the date the electronic bill (as evidenced by the electronic transmission records) or paper bill, if applicable, is received by Customer. Payments shall be transmitted by electronic funds transfer (EDI, ACH or Wire), provided that Verizon supplies all appropriate Verizon information required for Customer to implement the electronic transfer process.

11.3 If any portion of an amount invoiced to Customer under this Agreement is subject to a bona fide dispute between the Parties, Customer shall give written notice to Verizon of such amounts it disputes ("Disputed Amounts") through the Verizon claims submission process and include in such notice the specific details and reasons for disputing each item. Technical defects in Customer's good faith notice to Verizon shall not affect the validity of the dispute. Customer shall undertake a reasonable, good faith effort to review an Invoice received from Verizon under this Agreement within thirty (30) calendar days following the Due Date to determine whether there are any Disputed Amounts. Nothing contained herein will limit Customer's right to dispute amounts at any time following thirty (30) calendar days after the applicable Due Date; provided, however, that Verizon shall not be obligated to consider any Customer notice of billing discrepancies that is received by Verizon more than twenty four (24) months following the applicable Due Date of the invoice in question. Customer shall pay on or before the Due Date all amounts that are not subject to a bona fide dispute of which Customer has given written notice in accordance with the terms of this Section.

11.4 Charges due to Verizon that are not paid on or before the Due Date shall be subject to a late payment charge. The late payment charge shall be calculated utilizing a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month. No late payment charge shall apply to Disputed Amounts that are allowed by Verizon through the claims submission process or to Disputed Amounts not owed to Verizon after resolution of the dispute in accordance with Section 6 above.

11.5 Although it is the intent of Verizon to submit timely Invoices, failure by Verizon to present Invoices to Customer in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by Verizon under this Agreement; provided, however, that Customer shall not be obligated to consider any Invoices received by Customer more than twenty four (24) months after the completion of the billing cycle to which such Invoice relates.

11.6 If Customer fails to pay any amounts when due pursuant to this Section 11, such failure shall constitute an act of material breach.

12. Confidential Information

12.1 Confidential Information. The Parties understand and agree that the terms and conditions of this Agreement, all documents referenced herein (including Invoices to Customer for Services provided hereunder), communications between the Parties regarding this Agreement or the Services to be provided hereunder (including, but not limited to, price quotes to Customer for any Services proposed to be provided or actually provided hereunder), as well as such information relevant to any other agreement between the Parties (collectively, "Confidential Information"), are confidential. For the avoidance of any doubt, Confidential Information does not include any information relating to a Party that such Party discloses publicly.

12.2 Limited Disclosure. A Party shall not disclose Confidential Information to any third party; provided, however, that a Party may disclose such Confidential Information to a third party (a) to the extent required pursuant to legal process, (b) in order to protect its rights in connection with a legal, arbitral, legislative or regulatory proceeding, (c) to a Party's agents, attorneys, consultants, brokers, lenders, insurance carriers or bona fide prospective purchasers who have specifically agreed in writing to nondisclosure of the terms and conditions hereof, or (d) in order to comply with a statute, rule, or regulation. Any disclosure hereof required by legal process or to protect a Party's rights in connection with a legal, arbitral, legislative or regulatory proceeding shall only be made after providing the non-disclosing Party with notice in accordance with the terms of this Agreement in order to permit the non-disclosing Party to seek an appropriate protective order. Violation by a Party or its agents of the foregoing provisions shall entitle the non-disclosing Party, at its option, to obtain injunctive relief without a showing of irreparable harm or injury and without bond.

12.3 Survival of Confidentiality. The provisions of this Section 12 will be effective as of the Effective Date of this Agreement and remain in full force and effect after the termination or expiration of this Agreement.

13. Counterparts

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

14. Default

Should any act or omission of a Party constitute a material breach of this Agreement, and the defaulting Party fail to cure such material breach within thirty (30) calendar days of receiving a written default notice from the injured Party or, in the case of the failure to pay any amount when due hereunder, ten (10) Business Days, then without limiting any other rights and remedies to which it may be entitled at law or in equity, the injured Party may (a) suspend the provision of any services it provides hereunder (including, where Customer is the defaulting Party, the provision by Verizon of Services that are the subject of such material breach), or (b) cancel this Agreement and terminate the provision of any services it provides hereunder (including, where Customer is the defaulting Party, the provision by Verizon of Services that are the subject of such material breach). Where Verizon is the defaulting Party, cancellation of the Services that are the subject of such material breach are without liability by Customer.

15. Regulatory Requirements

15.1 Detariffing. If, during the Term of this Agreement, Verizon withdraws the Tariff provisions relating to services that are reasonably comparable to the Services, the effectiveness of this Agreement shall not be affected by such withdrawal, and the applicable terms of the Tariffs in effect immediately prior to such withdrawal shall, to the extent not inconsistent with the terms of this Agreement, continue to be deemed to be incorporated by reference into this Agreement and shall continue to apply to the provision of the Services to the same extent as such Tariff terms and conditions applied hereunder prior to such detariffing.

15.2 Legislative or Regulatory Change. In the event of a Regulatory Change, Verizon may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to termination or voidance of this Agreement, or any portion hereof. To the extent feasible, Verizon shall provide to Customer fifteen (15) calendar days advance notice of such termination. "Regulatory Change" shall mean any legislative, regulatory, judicial, or other governmental decision, order, determination,

complaint (whether formal or informal) or action, a potential claim or challenge by a third party, or any change in Applicable Law that affects any material term or condition set forth in this Agreement, or otherwise prohibits or interferes with Verizon's ability to offer the Services, or materially prohibits or interferes with Verizon's performance under this Agreement. In the event Verizon takes action as provided for in either Section 15.2 or Section 5.3(d), Verizon shall use commercially reasonable efforts to transition any working Service to another comparable Service, or, to the extent permitted by Applicable Law, in Verizon's commercially reasonable discretion, provide transition service until Customer is able to find another service alternative.

16. Force Majeure

Neither Party shall be responsible for any delay or failure in performance, which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, acts of terrorism, acts of public enemies, labor unrest (including strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God. Notwithstanding the foregoing, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement; provided, however, that a Party shall be temporarily excused from making timely payment of monies owed hereunder solely to the extent that such Force Majeure Event makes such Party unable to pay such monies, in which case all amounts due hereunder shall be due and payable immediately upon such Party regaining the ability to make such payments, but in no event more than ninety (90) days beyond the due date for such amounts. Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

17. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. NEITHER PARTY, NOR ITS AFFILIATES, OFFICERS OR EMPLOYEES OF ANY OF THE FOREGOING SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

18. Good Faith Performance

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

19. Headings

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

20. Indemnification

20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party, each of the other Party's Affiliates and the directors, officers, employees and agents of the foregoing (each such person, an "Indemnitee") from and against any and all Third Party Claims (as defined below) that arise out of bodily injury to or death of any Person (as defined below), or damage to, or destruction or loss of, tangible real and/or personal property of any Person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, agents or contractors (excluding the Indemnitee) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement. For purposes of this Agreement, "Third Party Claims" shall mean a Claim (as defined below) where there is (a) a claim, demand, suit or action by a Person who is not a Party (a "Third Party") (b) a settlement with, judgment by, or liability to, a Third Party, or (c) a fine or penalty imposed by a Third Party. For purposes of this Agreement, "Person" shall have the meaning set forth in the Act.

20.2 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:

- 20.2.1 The Indemnitee: (a) shall give the Indemnifying Party written notice of the Third Party Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnitee related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense. For purposes of this Agreement, "Claim" shall mean any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including court costs), expenses and the like (including reasonable attorney's fees).
- 20.2.2 If the Indemnitee fails to comply with Section 20.2.1 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless each Indemnitee with respect to such Claim under this Agreement.
- 20.2.3 Subject to Sections 20.2.4 and 20.2.5, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

- 20.2.4 With respect to any Third Party Claim, the Indemnitee shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee. In so participating, the Indemnitee shall be entitled to employ separate counsel for the defense at the Indemnitee's expense. The Indemnitee shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended, and held harmless by the Indemnifying Party.
- 20.2.5 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnitee, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnitee, the Indemnitee shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnitee against, the Third Party Claim for any amount in excess of such refused settlement or judgment.
- 20.2.6 The Indemnitee shall, in all cases, assert any and all provisions in applicable tariffs and customer contracts that limit liability to Third Parties as a bar to, or limitation on, any recovery by a Third Party claimant.
- 20.2.7 The Indemnifying Party and the Indemnitee shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any Claim by (or with respect to) any Person for personal injury or death that occurs in the course or scope of employment of such Person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

20.4 In the event parties other than Customer (e.g., Customer's end users) shall have use (or claim that they should have had use) of the Services through Customer, then Customer agrees to forever indemnify and hold Verizon, its Affiliates and any Third Party provider or operator of facilities employed in provision of the Services harmless from and against any and all Claims that those parties may assert arising out of or relating to any defect in the Services or Verizon's provision or nonprovision of Services under this Agreement. The terms of Section 20.2 shall also apply to this Section 20.4.

20.5 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Intellectual Property

21.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

21.2 Except as may be stated below in this Section 21, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any Services, facility, arrangement, or software by either Party under this Agreement, or the performance of any Services or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

21.3 Customer agrees that the Services provided by Verizon hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Verizon and Verizon's vendors. Verizon agrees to advise Customer, directly or through a third party, of any such terms, conditions or restrictions that may limit any Customer use of Services provided by Verizon that is otherwise permitted by this Agreement.

21.4 If any Services or materials provided to Customer by Verizon and required for Customer to use the Services (the "Service-Related Materials") become the subject of any Third Party Claim that such Services or Service-Related Materials infringe any Third Party intellectual property rights, Verizon may, at its sole option and expense, and without exclusion of any other rights Customer may have under this Agreement (a) procure for Customer the right to continue to use the Services or Service-Related Materials, (b) replace the Services or Service-Related Materials (or components thereof) with substantially equivalent, non-infringing Services or Service-Related Materials (or components thereof), or modify the Services or Service-Related Materials (or components thereof) so that they become non-infringing, or (c) remove the infringing Service-Related Materials and/or terminate the Services or portions thereof and release Customer from any further obligation (including termination liability, but excluding the obligation to pay for Services actually rendered) with respect to such Services or Service-Related Materials.

21.5 If any Services or Service-Related Materials become the subject of any Third Party Claim that such Services or Service-Related Materials infringe any Third Party intellectual property rights, Verizon may, at its sole option and expense, and without exclusion of any other rights Customer may have under this Agreement at any time assume the defense of such Claim. In the event that Verizon so assumes the defense of any such Claim, (a) Verizon shall notify Customer in writing of that election, (b) Verizon shall have sole control over defense and/or settlement of such Claim, (c) Customer shall provide Verizon with reasonable assistance in the defense of such Claim, (d) Verizon shall thereafter defend Customer against such Claim, and (e) Verizon shall pay any adverse final judgment (or settlement to which Verizon consents) resulting from such Claim.

22. Joint Work Product

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

23. Law Enforcement

23.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to the Services provided by it under this Agreement, including the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

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

23.3 Where a law enforcement or national security request relates to the establishment of lines (including lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through OSS interfaces.

24. Liability

Notwithstanding any provision of this Agreement, any document referenced herein or otherwise, but subject to any Service-specific commitments set forth in any Attachment hereto, Verizon shall not be subject to any performance intervals, performance measurements, performance credits, penalty payments or the like associated with the performance of this Agreement, regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including negligence of a Party), or otherwise.

25. Notices

Except as set forth in Section 31.6 hereof, any notice either Party may give the other concerning the subject matter of this Agreement shall be in writing, and be given or made by means of facsimile transmission, U.S. certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective Parties as follows:

To Customer at: Verizon Alliance Management
Director Support Services
6665 North MacArthur Blvd.
HQB02E69
Irving, TX 75039

To Verizon at: Commercial Agreement Contract Management
MC:HQE02L24
600 Hidden Ridge
Irving, TX 75038
Facsimile: 972-719-1504

with a copy to

Vice President & Deputy General Counsel
Verizon Partner Solutions
1515 N. Courthouse Road, Suite 500
Arlington, Virginia 22201
Facsimile: 703-351-3664

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

A notice shall be deemed served or delivered to the addressee or its office when actually received at the address when hand delivered; upon confirmation of sending when sent by fax; on the day after being sent when sent by overnight delivery service; or three (3) calendar days after deposit in the mail when sent by U.S. mail.

26. Customer and Verizon-Provided Facilities or Equipment

26.1 To the extent that Customer needs any additional facilities, equipment, or materials in order to use Verizon provided Services hereunder, it shall be Customer's responsibility to procure such facilities, equipment, or materials from either Verizon, an Affiliate of Verizon, a third party, or through self provisioning. Customer shall ensure that the facilities or equipment provided by Customer are properly interconnected with the Services, facilities and equipment provided by Verizon. Verizon shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by Customer or a third party and if such facilities cause damage to Verizon, its customers, and/or its providers, Customer shall be liable therefor. With respect to equipment, inside wire or other facilities provided by Customer, Customer is also solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services of Customer provided equipment and Verizon shall have no liability therefor. Such additional facilities, equipment, or materials (even if the same are provided by Verizon or an Affiliate of Verizon) are not subject to this Agreement. Any other work, services, or facilities ordered by Customer and provided by Verizon, including but not limited to special construction, will be provided subject to Verizon's applicable filed and effective tariff rates, terms, and conditions then in effect or, if applicable, under separate agreement between the Parties.

26.2 If requested by Verizon, Customer shall furnish or arrange to have furnished to Verizon, at no charge to Verizon, equipment space and electrical power required by Verizon to provide the Services at the points of termination of such Services. The selection of AC or DC power shall be mutually agreed to by Customer and Verizon. Customer shall also make necessary arrangements so that Verizon will have access to such spaces at reasonable times for installing, testing, repairing or removing, as applicable, the Services. Any space or power provided by Customer shall be used solely for the provision of Services to Customer. Verizon shall not use such space or power to provide any service to any other customer, including to cross-connect to any other customer, without Customer's express written consent. Verizon shall remove facilities installed in such space within a reasonable time after termination of the Services requiring such space.

26.3 The Services (including, without limitation, any and all facilities and the like used to provide the Services) shall be available to Verizon at times mutually agreed upon by the Parties to permit Verizon to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. Notwithstanding any other provision of this Agreement, no credit or other adjustments will be allowed for any interruptions during such tests and adjustments.

26.4 The Services shall be maintained by Verizon. No Person may rearrange, move, disconnect, remove or attempt to repair any facilities provided by Verizon, except with the prior written consent of Verizon.

26.5 Facilities utilized by Verizon to provide the Services shall remain the property of Verizon. Verizon shall remove such facilities within a reasonable time after termination of the Services that the facilities supported. Such facilities shall be returned to Verizon by Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

27. Publicity and Use of Trademarks or Service Marks

Except where Customer is an Affiliate of Verizon, Customer shall not refer to itself as an authorized representative of Verizon in promotional material, advertising or otherwise. Further, unless otherwise agreed to by the Parties in writing or Customer is an Affiliate of Verizon, neither Party shall use the logos, trade marks, trade names, service marks, or any variations thereof of the other Party or its Affiliates in any of its promotional material, advertising or otherwise. Except for Affiliates, Customer is explicitly authorized to use only the following statements in its sales literature or in response to an inquiry by Customer's end user: (a) "[Customer Name] utilizes the Verizon network", (b) "[Customer Name] utilizes Verizon's facilities", (c) "Verizon provides only the network facilities", and (d) "Verizon is our network services provider".

28. Relationship of the Parties

28.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

28.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

28.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by such other Party in its sole discretion.

28.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

28.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of such other Party's business.

28.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

29. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns. Verizon may assign this Agreement or any of its rights or obligations hereunder to an Affiliate or successor upon written notice to Customer. Customer may, upon providing prior written notice to Verizon, assign this Agreement and all of its rights and obligations hereunder to an Affiliate or successor, provided that such assignment shall not be effective if either Customer or such Affiliate (or successor) does not satisfy Verizon's creditworthiness standards, or if either Customer or such Affiliate (or successor) is in default under any contractual or tariff obligations to Verizon. Any attempted transfer or assignment of this Agreement (or any part thereof) by one Party to any other third party without prior written consent is null and void.

30. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by their terms or nature are intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

31. Taxes

31.1 With respect to any purchase of Services hereunder, if any federal, state or local government tax, fee, surcharge, or other tax-like charge excluding any tax levied on property or net income (a "Tax") is required or permitted by law, ordinance or tariff to be collected from Customer by Verizon, then (a) Verizon will bill, as a separately stated item, Customer for such Tax, (b) Customer will timely remit such Tax to Verizon, and (c) Verizon will remit such collected Tax to the applicable governmental authority as required by Applicable Law.

31.2 If Verizon does not collect a Tax because Customer asserts that it is not responsible for the Tax or is otherwise excepted from the obligation, and such assertion is later determined by formal action to be wrong then, as between Verizon and Customer, Customer will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.

31.3 If either Party is audited by a taxing authority or other governmental entity the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

31.4 If a purchase of Services hereunder is excluded or exempted by law from a Tax, and if such law also provides an exemption procedure, such as an exemption certificate requirement, then, if Customer complies with such procedure, Verizon will not bill or collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate.

31.5 Verizon will be responsible for personal property or ad valorem taxes on property owned by Verizon, and Customer will be responsible for such taxes on property owned by Customer. Each Party is responsible for properly reporting owned property and neither Party will be responsible for either reporting or paying personal property or ad valorem taxes owed by the other Party.

31.6 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 31, will be made in writing and will be delivered by U.S. mail, and sent to the following address:

To Customer: Tax Administration
Verizon Communications
One Verizon Way – 3rd Floor
VC53S221
Basking Ridge, NJ 07920

To Verizon: Tax Administration
Verizon Communications
One Verizon Way – 3rd Floor
VC53S221
Basking Ridge, NJ 07920

Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section.

Any notice or other communication will be deemed to be given when received.

32. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties, their successors and their permitted assigns, and nothing herein shall create or be construed to provide any third parties (including customers or contractors of a Party) with any rights (including any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the customers of the other Party or to any other third party.

33. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options. Any waiver must be written and signed by the Parties. A consent to waiver of or excuse for a breach or default by either Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

34. Sections 251/252/271 of the Act

Verizon and Customer acknowledge and agree that: (a) Verizon's provision of the Services to Customer does not constitute a request by Customer, nor does Verizon's provision of the Services to Customer constitute an offer by Verizon, for interconnection, unbundled access, resale or other services, facilities or the like pursuant to Section 251 of the Act; (b) the Services provided under this Agreement are not subject to Sections 251 or 271 of the Act; and (c) this Agreement is not subject to Section 252 of the Act, including any requirement to negotiate, mediate, or arbitrate the Agreement pursuant to Section 252 of the Act, or file the Agreement with any state utility commission or the FCC.

SIGNATURE PAGE

AGREED AND ACCEPTED

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1

By: _____
Printed: Scott C. Pierce
Title: Executive Director - Alliance Management
Date:

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified in Attachment 1

By: _____
Printed: Quinn Lew
Title: Vice President
Date:

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

**NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions
Verizon Select Services Inc.**

By: Vincent J Woodbury
Printed: Vincent J. Woodbury

Title: Vice President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Verizon Select Services Inc.

Date:

SIGNATURE PAGE

AGREED AND ACCEPTED

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified in Attachment 1

By: 
Peter H. Reynolds for

By: 

Printed: Scott C. Pierce

Printed: Quintin Lew

Title: Executive Director - Alliance Management

Title: Vice President

Date: *March 6, 2007*

Date: *March 8, 2007*

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: _____

Printed: John D. Broten

Title: President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance and NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Vice President - Verizon Select Services Inc.

Date:

35. Affiliate Transactions

35.1 An Affiliate identified by ACNA on Schedule 1 that obtains Services hereunder shall also be a "Customer" and shall be entitled to all of the rights and benefits afforded to Customer under this Agreement, and may enforce this Agreement in its own name as if it were a direct signatory to this Agreement. Notwithstanding the foregoing, Verizon may enforce obligations created hereunder against the responsible entity hereto that signed on behalf of the Customer against which enforcement is sought as set forth on the signature pages. Except as set forth in any specific Service Attachment hereto, and consistent therewith, all purchases of Services under this Agreement shall be cumulative for purposes of determining applicable discounts, forecast amounts, and any other requirements or incentives based upon purchase volumes.

35.2 Any Customer that has executed the Agreement shall be entitled to execute an amendment with Verizon that only affects such Customer and the parties for which it has signing authority, and such amendment shall not require the execution by any unaffected Affiliate(s), provided that such amendment does not materially alter or amend the rights and obligations of any other Affiliate(s) to the Agreement that are not party to such amendment.

Attachment 1

Verizon Operating Telephone Companies

Verizon Delaware LLC, a Delaware limited liability company
Verizon Florida LLC, a Florida limited liability company
Verizon Maryland Inc., a Maryland corporation
Verizon New England Inc., a New York corporation
Verizon New Jersey Inc., a New Jersey corporation
Verizon New York Inc., a New York corporation
Verizon Pennsylvania Inc., a Pennsylvania corporation
Verizon Virginia Inc., a Virginia corporation
Verizon Washington, DC Inc., a New York corporation
Verizon West Virginia Inc., a West Virginia corporation
Verizon California Inc., a California corporation
Verizon North Inc., a Wisconsin corporation
Verizon Northwest Inc., a Washington corporation
Verizon South Inc., a Virginia corporation
Verizon West Coast, Inc., a California corporation
GTE Southwest Incorporated, d/b/a Verizon Southwest, a Delaware corporation
Contel of the South, Inc., d/b/a Verizon North Systems, an Indiana corporation

Attachment 1.1

Verizon Global Networks Inc.
MCI Communications Services, Inc.
MCI International Services, Inc.
MCI International, Inc.
MCI Network Services of VA, Inc.
MCImetro Access Transmission Services LLC
MCImetro Access Transmission Services of VA, Inc.
MCImetro Access Transmission Services of MA, Inc.
Metropolitan Fiber Systems of NY, Inc.
Teleconnect Long Distance Services & Systems Co.
Akytel Corporation
TTI National Inc.

Attachment 1.2

Customer ACNAs

MCI	ADG	ADO	AKJ	ALS	ALU	ANI	ANW	APC	API
ATE	BAX	BFC	BFP	BML	BTL	CBA	CDD	CFO	CML
CNO	COE	COK	CUI	CYG	CYT	DGX	DNI	EGI	ELE
EMI	EXF	FAA	FED	FIB	FNE	GOP	ICF	ICI	ICT
IDB	IPC	ISC	ITD	ITT	JRL	LCI	LDD	LDL	LDS
LET	LNT	LSI	LSY	MAI	MAL	MAP	MAS	MAW	MCG
MCJ	MCK	MCX	MCY	MEC	MFD	MFS	MFZ	MIC	MLG
MLL	MPL	MPU	MRA	MSG	MST	MTD	MTF	MUR	NAS
NCQ	NFL	NLT	NTK	NTV	NWS	NYC	RCG	SAN	SBX
SLS	SNC	SNS	SNT	SNW	TAG	TDD	TEM	TEN	TET
TFB	TFY	TGR	TIQ	TMN	TNC	TNO	TNW	TOA	TOM
TOR	TRI	TRT	TSF	TSG	TTM	TUH	TXO	TYR	UEL
UNF	UST	UUN	UVR	VES	VGS	VUS	WDC	WDM	WTL
WUA	WUI	BLX	CZQ	VIN	TON	FTC	CSY	CFV	AZU
HWT	AMU								

**Attachment 2 – Description and Pricing of Services for
Non-Channelized Custom Connect OC192/OC192c Service**

This Attachment 2 (Description of Pricing and Services for Non-Channelized Custom Connect OC192/OC192c Service) (this **Product Schedule**) is entered into as of the date of last signature by a Party (the **Product Schedule Effective Date**) by and among Verizon Business Network Services, Inc. (“VBNS”), on behalf of Verizon Global Networks Inc. and the former MCI Affiliates identified on Attachment 1.1 hereto, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance (“VLD”), NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions (“VES”), and Verizon Select Services Inc. (“VSSI”), on the other hand (VBNS, VLD, VES, and VSSI are hereinafter referred to collectively as “**Customer**”) and Verizon Services Corp. on behalf of the Verizon operating telephone companies set forth on the signature page to this Product Schedule (individually and collectively, **Verizon**). This Product Schedule is an amendment and restatement of a Product Schedule to the Original MSA, and is attached to that certain Master Services Agreement (**Agreement**), dated as of March 8, 2007, by and among the Parties, and made a part thereof, as of the Effective Date. All capitalized terms not otherwise defined in this Product Schedule, Product Guide, or in the Agreement shall have the meanings set forth in Verizon’s Tariffs FCC Nos. 1, 11, and 14 (individually, **Tariff**, and collectively, **Tariffs**), as applicable.

1. **Service Description**

The non-channelized Custom Connect OC192/OC192c circuit(s) is provided to VGNI from 1500 E. Plano Parkway, Plano, TX, (PLANTXDQO02) to Verizon Business’s collocation located at 2150 Westridge Dr., Irving, TX (IRNGTXXGW03) (the “OC192/c Service”). The OC192/c Service is provisioned over an existing 4-channel IntelliLight Optical Transport Service (IOTS) with a node located at each of 2101 N. Denton Dr., Carrollton, TX (CRTNTXXA), 2150 Westridge Dr., Irving, TX (IRNGTXXG), 1500 E. Plano Parkway, Plano, TX (PLANTXDQ), and 3901 Dallas Parkway, Plano, TX (PLANTXWLO03). The OC192/c Service is available to be provisioned over unprotected or protected Optical Transport Channels of the IOTS with single port interfaces. Furthermore, the OC192/c Service is limited to a connection between an IOTS node and a collocation arrangement in the same central office. Customer is also required to obtain approval from Verizon Business in the form of an LOA/CFA to allow for the OC192/c Service to be connected to the Verizon Business collocation arrangement.

Custom Connect is an interstate SONET-based transport service which provides high speed, synchronous, optical fiber-based, full duplex data transmission capabilities. Custom Connect is available as a point-to-point SONET service which can be provisioned over IOTS as the underlying transport platform. The IOTS is provisioned pursuant to the regulations, terms, and conditions of the service as specified in the FCC Tariff No. 14, Section 20.1.

2. **Term Plan**

The OC192/c Service is available under a 3, 5, or 7-year term commitment.

3. **Pricing**

The applicable charges for the OC192/c Service are the unprotected or protected Optical Transport Channels for the IOTS. Until such time as the IOTS service is moved to a private carriage arrangement, the rates and application of such charges are pursuant to FCC 14, Section 20.1. There is no incremental

charge for the OC192/c Service to be assessed to Customer for the connection from the IOTS node to the Verizon Business collocation in the same central office.

4. Termination Liability

If Customer discontinues the OC192/c Service prior to the selected term commitment, Customer is responsible for the termination liability charges for the Optical Transport Channels as currently specified in FCC Tariff No. 14, Section 20.G.5.

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule as of the Product Schedule Effective Date.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1.1

By: [Signature]
Printed: Scott C. Ponce
Title: Executive Director - Alliance Management
Date: March 6, 2007

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below

By: [Signature]
Printed: Quintin Lew
Title: Vice President
Date: March 8, 2007

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: _____
Printed: Vincent J. Woodbury
Title: Vice President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Verizon Select Services Inc.
Date:

GTE Southwest Incorporated, d/b/a Verizon Southwest, a Delaware corporation

charge for the OC192/c Service to be assessed to Customer for the connection from the IOTS node to the Verizon Business collocation in the same central office

4. Termination Liability

If Customer disconnects the OC192/c Service prior to the selected term commitment, Customer is responsible for the termination liability charges for the Optical Transport Channels as currently specified in FCC Tariff No. 14, Section 20.1 E.

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule as of the Product Schedule Effective Date.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1.1

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below.

By: _____
Printed: Scott C. Pierce
Title: Executive Director - Alliance Management
Date:

By: _____
Printed: Quintin Lew
Title: Vice President
Date:

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: Vincent J. Woodbury
Printed: Vincent J. Woodbury
Title: Vice President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Verizon Select Services Inc.
Date:

GTE Southwest Incorporated, d/b/a Verizon Southwest, a Delaware corporation

**Attachment 3 - Description and Pricing of Services for
Special IP Port**

This Attachment 3 (Description of Pricing and Services for Special IP Port) (this **Product Schedule**) is entered into as of the date of last signature by a Party (the **Product Schedule Effective Date**) by and among Verizon Business Network Services, Inc. ("VBNS"), on behalf of Verizon Global Networks Inc. and the former MCI Affiliates identified on Attachment 1.1 hereto, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance ("VLD"), NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions ("VES"), and Verizon Select Services Inc. ("VSSI"), on the other hand (VBNS, VLD, VES, and VSSI are hereinafter referred to collectively as "Customer") and Verizon Services Corp. on behalf of the Verizon operating telephone companies set forth on the signature page to this Product Schedule (individually and collectively, **Verizon**). This Product Schedule is an amendment and restatement of a Product Schedule to the Original MSA, and is attached to that certain Master Services Agreement (**Agreement**), dated as of March 2nd, 2007, by and among the Parties, and made a part thereof, as of the Effective Date. All capitalized terms not otherwise defined in this Product Schedule, Product Guide, or in the Agreement shall have the meanings set forth in Verizon's Tariffs FCC Nos. 1, 11, and 14 (individually, **Tariff**, and collectively, **Tariffs**), as applicable.

1. Service Description

The Special IP Port is a traffic aggregation point on Verizon's IP network. Customer may use the Special IP Port to aggregate traffic from other service(s) offered by Verizon subject to the limitations of the capacity (bandwidth) ordered. To satisfy configuration requirements defined by Verizon such as load balancing and diversity, Customer must purchase Special IP Ports in pairs with a minimum of one pair per LATA. Verizon will divide the traffic between the pair of Special IP Ports.

Verizon-provided OC12c, OC48c or OC192c SONET facilities, or such other equivalent Verizon-provided facilities as Verizon may allow in its sole discretion, are required for access to the Special IP Port from an Inter-exchange Carrier's (IXC's) or other service provider's POP. Fiber cross-connects will be provided by Verizon to connect the Special IP Port to a collocation arrangement or Verizon-provided SONET facility node located in the same central office as the Special IP Port. The associated regulations, rates and charges for such Verizon-provided access facilities will apply, as set forth in The Verizon Telephone Companies Tariff F.C.C. No. 1 or The Verizon Telephone Companies Tariff F.C.C. No. 11, or by contract between Verizon and Customer. Fiber cross-connects are available to the extent described in The Verizon Telephone Companies Tariff F.C.C. No. 1, Section 19, and The Verizon Telephone Companies Tariff F.C.C. No. 11, Section 28.

A planning session is required prior to the submission of an order for a Special IP Port. The Special IP Port will be provisioned based on a negotiated interval between Customer and Verizon.

2. Embedded Base

It is understood and agreed between the Parties that as of the date set forth below, Customer will no longer be able to purchase IP Port under Tariff (Tariffed IP Port). Tariffed IP Port, purchased prior to the effective date this Attachment 3 is made a part of the Agreement, shall continue under the Agreement with the same Commitment Period (as defined in Term and Termination below) and circuit in-service dates as currently exist for such circuits as ordered under the

applicable Tariff, on the terms and conditions, including the rates and charges, set forth in this Attachment 3. Minimum period and termination liabilities, as applicable, and as set forth in the applicable Tariff shall apply in connection with the termination of such Tariffed IP Port services. Notwithstanding the foregoing, in the case of Tariffed IP Port identified above in this Attachment 3, the terms and conditions set forth in such Section shall apply to IP Port purchased under the Agreement and this Attachment 3.

3. Availability

Special IP Port is offered where available throughout the Verizon footprint. Please verify with your Account Management Team for the most updated list of locations.

4. Pricing

A monthly recurring charge (MRC) and a one-time installation charge (NRC) apply to each Special IP Port on a per-IP Port basis. The MRC and NRC are each differentiated based on bandwidth. As stated above, the minimum order is two Special IP Ports (i.e. one pair of Special IP Ports) per LATA, and all Special IP Ports must be ordered in pairs. Pricing is available for one-year minimum service periods and for three-year minimum service periods, as follows:

<i>One-Year Pricing</i>		
Bandwidth	MRC	NRC
OC12c	\$5,000	\$500
OC48c	\$10,000	\$1,000
OC192c	\$20,000	\$1,250

<i>Three-Year Pricing</i>		
Bandwidth	MRC	NRC
OC12c	\$4,000	\$500
OC48c	\$8,000	\$1,000
OC192c	\$16,000	\$1,250

5. Term and Termination

Each Special IP Port is subject to a minimum service period of either one year or three years, according to the pricing plan chosen by Customer at the time of Customer's order. If Customer cancels, or causes Verizon to cease providing, any Special IP Port service provided hereunder prior to expiration of the minimum service period applicable to such Special IP Port, Customer must pay a termination charge equal to the full monthly charges that would be due for the for the unexpired portion of the minimum service period.

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule as of the Product Schedule Effective Date.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment L.1

By: [Signature]
Printed: Scott C. Pierce
Title: Executive Director - Alliance Management
Date: March 6, 2007

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below

By: [Signature]
Printed: Quintin Lew
Title: Vice President
Date: March 8, 2007

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: _____
Printed: Vincent J. Woodbury
Title: Vice President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Verizon Select Services Inc.
Date:

Verizon Operating Telephone Companies

- Verizon Delaware LLC, a Delaware limited liability company
- Verizon Florida LLC, a Florida limited liability company
- Verizon Maryland Inc., a Maryland corporation
- Verizon New England Inc., a New York corporation
- Verizon New Jersey Inc., a New Jersey corporation
- Verizon New York Inc., a New York corporation
- Verizon Pennsylvania Inc., a Pennsylvania corporation
- Verizon Virginia Inc., a Virginia corporation
- Verizon Washington, DC Inc., a New York corporation
- Verizon West Virginia Inc., a West Virginia corporation
- Verizon California Inc., a California corporation
- Verizon North Inc., a Wisconsin corporation
- Verizon Northwest Inc., a Washington corporation
- Verizon South Inc., a Virginia corporation
- Verizon West Coast, Inc., a California corporation
- GTE Southwest Incorporated, d/b/a Verizon Southwest, a Delaware corporation
- Centel of the South, Inc., d/b/a Verizon North Systems, an Indiana corporation

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule as of the Product Schedule Effective Date.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1.1

By: _____
Printed: Scott C. Pierce
Title: Executive Director - Alliance Management
Date:

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below.

By: _____
Printed: Quintin Lew
Title: Vice President
Date:

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: Vincent J. Woodbury
Printed: Vincent J. Woodbury
Title: Vice President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Verizon Select Services Inc.
Date:

Verizon Operating Telephone Companies

Verizon Delaware LLC, a Delaware limited liability company
Verizon Florida LLC, a Florida limited liability company
Verizon Maryland Inc., a Maryland corporation
Verizon New England Inc., a New York corporation
Verizon New Jersey Inc., a New Jersey corporation
Verizon New York Inc., a New York corporation
Verizon Pennsylvania Inc., a Pennsylvania corporation
Verizon Virginia Inc., a Virginia corporation
Verizon Washington, DC Inc., a New York corporation
Verizon West Virginia Inc., a West Virginia corporation
Verizon California Inc., a California corporation
Verizon North Inc., a Wisconsin corporation
Verizon Northwest Inc., a Washington corporation
Verizon South Inc., a Virginia corporation
Verizon West Coast, Inc., a California corporation
GTE Southwest Incorporated, d/b/a Verizon Southwest, a Delaware corporation
Conel of the South, Inc., d/b/a Verizon North Systems, an Indiana corporation

**Attachment 4 – Description of Pricing and Services for
Optical Hubbing Service**

This Attachment 4 (Description of Pricing and Services for Optical Hubbing Service) (this **Product Schedule**) is entered into as of the date of last signature by a Party (the **Product Schedule Effective Date**) by and among Verizon Business Network Services, Inc. (“VBNS”), on behalf of Verizon Global Networks Inc. and the former MCI Affiliates identified on Attachment 1.1 hereto, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance (“VLD”), NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions (“VES”), and Verizon Select Services Inc. (“VSSI”), on the other hand (VBNS, VLD, VES, and VSSI are hereinafter referred to collectively as “Customer”) and Verizon Services Corp. on behalf of the Verizon operating telephone companies set forth on the signature page to this Product Schedule (individually and collectively, **Verizon**). This Product Schedule is an amendment and restatement of a Product Schedule to the Original MSA, and is attached to that certain Master Services Agreement (**Agreement**), dated as of March 8th, 2007, by and among the Parties, and made a part thereof, as of the Effective Date. All capitalized terms not otherwise defined in this Product Schedule, Product Guide, or in the Agreement shall have the meanings set forth in Verizon’s Tariffs FCC Nos. 1, 11, and 14 (individually, **Tariff**, and collectively, **Tariffs**), as applicable.

1. Service Description

- 1.1 **General Description:** Verizon’s Optical Hubbing Service (the **Service**, or **OHS**) provides a dedicated high capacity optical facility for the transmission of up to eight (8) optical connections between Customer designated Premises and a Verizon designated Optical Hub. The Optical Hub is a Verizon wire center assigned to OHS where optical connections to OHS occur. The proximity between these two locations is subject to engineering standards as determined by Verizon. OHS supports point to point SONET at OC3 through OC48 as well as 1 Gigabit Ethernet and 1 Gigabit Fibre Channel.

A full description of the Service is set forth in the Product Guide (defined below).

- 1.2 **Product Guide for the Service:** To the extent not inconsistent with the provisions of this Product Schedule or the Agreement, the complete description of the Service and all terms and conditions for the Service are contained in the ‘OHS Product Guide’ (**Product Guide**) which is incorporated herein by reference and attached to this Product Schedule. The Product Guide contains a comprehensive description of the Service for use by Customer, including without limitation for the following reasons: (i) in connection with its initial review and analysis of the Service; (ii) in making a decision as to whether or not to enter into negotiations for the Service to satisfy its particular business needs; (iii) in maintaining its Service in the most advantageous manner; and (iv) in staying abreast of enhancements or other modifications to the Service.
- 1.3 **Changes to the Product Guide:** Subject in all respects to the terms and conditions of this Product Schedule and the Agreement, Verizon in its sole discretion shall have the right to change terms set forth in the Product Guide. In accordance with Section 25 (Notices) of the Agreement, Verizon shall provide notice of any change to the Product Guide, and such changed Product Guide shall be the Product Guide as defined herein, and such changed Product Guide shall apply to all existing and new Services provided to Customer pursuant to the Agreement, the Product Guide and this Product Schedule from the date of such change to the Product Guide.

If Verizon makes significant and material changes to the Product Guide without the agreement of Customer and, as a direct result of such changes, Customer's ability to obtain the Services covered by this Attachment 4 are significantly and materially affected, Customer will be permitted to cancel the Services affected by the changes.

1.4 Tariffed OHS and New Purchases of the Services:

The Parties hereby agree as follows:

(a) *New Purchases of OHS Services:* As of the Product Schedule Effective Date, Customer shall not place any new orders for OHS services which are offered pursuant to the Tariffs (including such services offered pursuant to contract tariff options, individual case basis tariffs, specialized service arrangements, and all other tariffed arrangements) (collectively, **Tariffed Service(s)**). Customer shall place all new orders for the Service pursuant to the terms and conditions of this Product Schedule, the Product Guide and the Agreement.

(b) *Conversion of Existing Tariffed Service(s) to OHS Service:* Tariffed Service(s) purchased prior to the Product Schedule Effective Date shall, as of the Product Schedule Effective Date, be provided pursuant to the terms of this Product Schedule and the Agreement. At Customer's option, Customer may either: (a) convert its Tariffed Service(s) to OHS under this Agreement with the existing Commitment Period, on the terms and conditions, including the rates and charges, set forth in this Product Schedule and the Product Guide; or (b) convert its Tariffed Service(s) to OHS Service under this Agreement and subscribe to a new Commitment Period of equal or longer length than the Commitment Period for the Tariffed Service(s), on the terms and conditions, including the rates and charges, set forth in this Product Schedule and the Product Guide.

(c) *Orders in Progress:* Any orders previously placed under the Tariffs for Tariffed Service(s) shall, as of the Product Schedule Effective Date, be governed by the terms of this Agreement, and Customer acknowledges and agrees that any and all amounts and obligations owed to Verizon on or after the Product Schedule Effective Date for Tariffed Service(s) provisioned or orders placed under Tariff shall be due and owing under this Product Schedule and be governed by the terms and conditions of this Agreement as if such Tariffed Service or orders for Tariffed Service had been provisioned or placed under the Agreement.

2. Rates and Charges. Together with the charges set forth in the Product Guide, the Agreement, or incorporated by reference therein, the rates and charges for the Service are set forth below.

	<u>Verizon Operating Territories</u>				<u>Monthly</u> <u>recurring</u> <u>Rate</u>	<u>Non-</u> <u>Charge</u>
	<u>In FCC 1 or 11</u>		<u>In FCC 14</u>			
	<u>Special</u> <u>Access</u> <u>Recurring</u> <u>USOC</u>	<u>Switched</u> <u>Access</u> <u>USOC*</u>	<u>Special</u> <u>Access</u> <u>USOC</u>	<u>Switched</u> <u>Access</u> <u>USOC*</u>		
2.1 Optical Hubbing Facility Per Arrangement						
3-Year	OHVA3	OHVX3	OHVAX	OHVXX	\$14,000.00	\$1.00
5-Year	OHVA5	OHVX5	OHVAX	OHVXX	10,000.00	1.00
7-Year	OHVA7	OHVX7	OHVAX	OHVXX	8,750.00	1.00

	<u>Verizon Operating Territories</u>				<u>Monthly</u> <u>recurring</u> <u>Rate</u>	<u>Non-</u> <u>Charge</u>
	<u>In FCC 1 or 11</u>		<u>In FCC 14</u>			
	<u>Special</u> <u>Access</u> <u>Recurring</u> <u>USOC</u>	<u>Switched</u> <u>Access</u> <u>USOC*</u>	<u>Special</u> <u>Access</u> <u>USOC</u>	<u>Switched</u> <u>Access</u> <u>USOC*</u>		
2.2 Optical Channel Facility Per Arrangement						
Optical Channel Facility 123 (OCF-123)						
3-Year	S9F13	S9G13	S9F1X	S9G1X	\$4,500.00	\$1.00
5-Year	S9F15	S9G15	S9F1X	S9G1X	3,500.00	1.00
7-Year	S9F17	S9G17	S9F1X	S9G1X	3,250.00	1.00
Optical Channel Facility - Gigabit* (OCF-G)						
3-Year	S9F23	N/A	S9F2X	N/A	\$2,000.00	\$1.00
5-Year	S9F25	N/A	S9F2X	N/A	1,500.00	1.00
7-Year	S9F27	N/A	S9F2X	N/A	1,350.00	1.00

* Optical Channel Facility - Gigabit is not available for Switched Access.

2.3 Optical Hubbing Interfaces Per Circuit						
OC3 or OC3c						
Month-to-Month	OCQ4X	OCQ1X	OCQ4X	OCQ1X	\$500.00	\$1.00
3-Year	OCQ43	OCQ13	OCQ4X	OCQ1X	200.00	1.00
5-Year	OCQ45	OCQ15	OCQ4X	OCQ1X	200.00	1.00
7-Year	OCQ47	OCQ17	OCQ4X	OCQ1X	200.00	1.00
OC12 or OC12c						
Month-to-Month	OCQ5X	OCQ2X	OCQ5X	OCQ2X	\$500.00	\$1.00
3-Year	OCQ53	OCQ23	OCQ5X	OCQ2X	200.00	1.00
5-Year	OCQ55	OCQ25	OCQ5X	OCQ2X	200.00	1.00
7-Year	OCQ57	OCQ27	OCQ5X	OCQ2X	200.00	1.00

OC48 or OC48c						
Month-to-Month	OCQ6X	OCQ3X	OCQ6X	OCQ3X	\$2,500.00	\$1.00
3-Year	OCQ63	OCQ33	OCQ6X	OCQ3X	2,000.00	1.00
5-Year	OCQ65	OCQ35	OCQ6X	OCQ3X	1,500.00	1.00
7-Year**	OCQ67	N/A	OCQ6X	OCQ3X	1,350.00	1.00

1 Gigabit Ethernet						
Month-to-Month	OCQ7X	N/A	OCQ7X	N/A	\$500.00	\$1.00
3-Year	OCQ73	N/A	OCQ7X	N/A	200.00	1.00
5-Year	OCQ75	N/A	OCQ7X	N/A	200.00	1.00
7-Year	OCQ77	N/A	OCQ7X	N/A	200.00	1.00

Verizon Operating Territories

	<u>In FCC 1 or 11</u>		<u>In FCC 14</u>		<u>Monthly recurring</u>	<u>Non-recurring</u>
	<u>Special Access</u>	<u>Switched Access</u>	<u>Special Access</u>	<u>Switched Access</u>		
	<u>USOC</u>	<u>USOC*</u>	<u>USOC</u>	<u>USOC*</u>	<u>Rate</u>	<u>Charge</u>
1 Gigabit Fibre Channel						
Month-to-Month	OCQ8X	N/A	OCQ8X	N/A	\$500.00	\$1.00
3-Year	OCQ83	N/A	OCQ8X	N/A	200.00	1.00
5-Year	OCQ85	N/A	OCQ8X	N/A	200.00	1.00
7-Year	OCQ87	N/A	OCQ8X	N/A	200.00	1.00

* OC3c, OC12c, OC48c, Gigabit Ethernet and Fibre Channel are not available for Switched Access.

** Available only with connections to Verizon Optical Networking which is subscribed to a 7-year term plan in the territories of Verizon operating telephone companies in FCC 1 or 11.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1.1

By: [Signature]
Printed: Scott C. Pierce
Title: Executive Director - Alliance Management
Date: March 6, 2007

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below.

By: [Signature]
Printed: Quintin Law
Title: Vice President
Date: March 7, 2007

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: _____
Printed: Vincent J. Woodbury
Title: Vice President Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Verizon Select Services Inc.
Date:

Verizon Operating Telephone Companies

- Verizon California Inc.
- Verizon Delaware LLC
- Verizon Florida LLC
- Verizon Maryland Inc.
- Verizon New England Inc.
- Verizon New Jersey Inc.
- Verizon New York Inc.
- Verizon Northwest Inc.
- Verizon Pennsylvania Inc.
- Verizon Virginia Inc.
- GTE Southwest Incorporated, d/b/a Verizon Southwest
- Verizon Washington, DC Inc.

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule as of the Product Schedule Effective Date.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1.1

By: _____
Printed: Scott C. Pierce
Title: Executive Director - Alliance Management
Date:

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below.

By: _____
Printed: Quintin Lew
Title: Vice President
Date:

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: Vincent J Woodbury
Printed: Vincent J. Woodbury
Title: Vice President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Verizon Select Services Inc.
Date:

Verizon Operating Telephone Companies

Verizon California Inc.
Verizon Delaware LLC
Verizon Florida LLC
Verizon Maryland Inc.
Verizon New England Inc.
Verizon New Jersey Inc.
Verizon New York Inc.
Verizon Northwest Inc.
Verizon Pennsylvania Inc.
Verizon Virginia Inc.
GTE Southwest Incorporated, d/b/a Verizon Southwest
Verizon Washington, DC Inc.

**Attachment 5 – Description of Pricing and Services for
IntelliLight® Broadband Transport**

This Attachment 5 (Description of Pricing and Services for IntelliLight® Broadband Transport) (this **Product Schedule**) is entered into as of the date of last signature by a Party (the **Product Schedule Effective Date**) by and among Verizon Business Network Services, Inc. (“VBNS”), on behalf of Verizon Global Networks Inc. and the former MCI Affiliates identified on Attachment 1.1 hereto, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance (“VLD”), NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions (“VES”), and Verizon Select Services Inc. (“VSSI”), on the other hand (VBNS, VLD, VES, and VSSI are hereinafter referred to collectively as “**Customer**”) (each individually, a “Party,” and collectively, the “Parties”) and Verizon Services Corp. on behalf of the Verizon operating telephone companies set forth on the signature page to this Product Schedule (individually and collectively, **Verizon**). This Product Schedule is attached to that certain Master Services Agreement (**Agreement**), dated as of March 2nd, 2007, by and among the Parties, and made a part thereof. All capitalized terms not otherwise defined in this Product Schedule, Product Guide, or in the Agreement shall have the meanings set forth in Verizon’s Tariffs FCC Nos. 1 and 11 (individually, **Tariff**, and collectively, **Tariffs**), as applicable.

1. Service Description

- 1.1 **General Description:** Verizon’s IntelliLight® Broadband Transport (the **Service**, or **IBT**) is a high speed, synchronous, optical fiber-based, full duplex data transmission service. IBT is available as a point-to-point non-channelized service (Basic IBT) and a multiplexed service (Muxed IBT). Basic IBT and Muxed IBT are together referred to as IBT. IBT is provisioned over Verizon’s shared SONET network and provides the Customer with SONET-based broadband access transport in capacities/ transmission speeds of OC3 through OC192. IBT can be used to connect a Customer designated Premises to another Customer designated Premises, or to connect to other Verizon services. A full description of the Service is set forth in the Product Guide (defined below).
- 1.2 **Product Guide for the Service:** To the extent not inconsistent with the provisions of this Product Schedule or the Agreement, the complete description of the Service and all terms and conditions for the Service are contained in the “IBT Product Guide” (**Product Guide**) which is incorporated herein by reference and attached to this Product Schedule. The Product Guide contains a comprehensive description of the Service for use by Customer, including without limitation for the following reasons: (i) in connection with its initial review and analysis of the Service; (ii) in making a decision as to whether or not to enter into negotiations for the Service to satisfy its particular business needs; (iii) in maintaining its Service in the most advantageous manner; and (iv) in staying abreast of enhancements or other modifications to the Service.
- 1.3 **Changes to the Product Guide:** Subject in all respects to the terms and conditions of this Product Schedule and the Agreement, Verizon in its sole discretion shall have the right to

change terms set forth in the Product Guide. In accordance with Section 25 (Notices) of the Agreement, Verizon shall provide notice of any change to the Product Guide, and such changed Product Guide shall be the Product Guide as defined herein, and such changed Product Guide shall apply to all existing and new Services provided to Customer pursuant to the Agreement, the Product Guide and this Product Schedule from the date of such change to the Product Guide.

If Verizon makes significant and material changes to the Product Guide without the agreement of Customer and, as a direct result of such changes, Customer's ability to obtain the Services covered by this Attachment 5 are significantly and materially affected, Customer will be permitted to cancel the Services affected by the changes.

1.4 **Tariffed IBT and New Purchases of the Services:**

The Parties hereby agree as follows:

(a) *New Purchases of IBT Services:* As of the Product Schedule Effective Date, Customer shall not place any new orders for IBT Services which are offered pursuant to the Tariffs (including such services offered pursuant to contract tariff options, individual case basis tariffs, specialized service arrangements, and all other tariffed arrangements) (collectively, **Tariffed Service(s)**). Customer shall place all new orders for the Service pursuant to the terms and conditions of this Product Schedule, the Product Guide and the Agreement.

(b) *Conversion of Existing Tariffed Service(s) to IBT Services:* Tariffed Service(s) purchased prior to the Product Schedule Effective Date shall, as of the Product Schedule Effective Date, be provided pursuant to the terms of this Product Schedule and the Agreement. At Customer's option, Customer may either: (a) convert its Tariffed Service(s) to IBT under this Agreement with the existing Commitment Period, on the terms and conditions, including the rates and charges, set forth in this Product Schedule and the Product Guide; or (b) convert its Tariffed Service(s) to IBT Service under this Agreement and subscribe to a new Commitment Period of equal or longer length than the Commitment Period for the Tariffed Service, on the terms and conditions, including the rates and charges, set forth in this Product Schedule and the Product Guide.

(c) *Orders in Progress:* Any orders previously placed under the Tariffs for Tariffed Service(s) shall, as of the Product Schedule Effective Date, be governed by the terms of this Agreement, and Customer acknowledges and agrees that any and all amounts and obligations owed to Verizon on or after the Product Schedule Effective Date for Tariffed Service(s) provisioned or orders placed under Tariff shall be due and owing under this Product Schedule and be governed by the terms and conditions of this Agreement as if such Tariffed Service or orders for Tariffed Service had been provisioned or placed under the Agreement.

2. **Rates and Charges.** Together with the charges set forth in the Product Guide, the Agreement, or incorporated by reference therein, the rates and charges for the Service are set forth below.

2.1. **Special Access Channel Terminations**

2.1.1 **Month-to-Month**

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC3, OC3c or STM1</u>			
- Basic	TZGOX		
N-MSA		\$2,600.00	\$1.00
Price Band 4		4,597.00	1.00
Price Band 5		4,597.00	1.00
Price Band 6		4,597.00	1.00
- W/ FPD	TZGRX		
N-MSA		3,700.00	1.00
Price Band 4		5,150.00	1.00
Price Band 5		5,150.00	1.00
Price Band 6		5,150.00	1.00
<u>OC12, OC12c</u>			
- Basic	TZGOX		
N-MSA		6,600.00	2.00
Price Band 4		9,800.00	2.00
Price Band 5		9,800.00	2.00
Price Band 6		9,800.00	2.00
- W/ FPD	TZGRX		
N-MSA		7,700.00	2.00
Price Band 4		10,500.00	2.00
Price Band 5		10,500.00	2.00
Price Band 6		10,500.00	2.00
<u>OC48, OC48c</u>			
- Basic	TZGOX		
N-MSA		11,000.00	3.00
Price Band 4		11,000.00	3.00
Price Band 5		11,000.00	3.00
Price Band 6		11,000.00	3.00
- W/ FPD	TZGRX		
N-MSA		11,850.00	3.00
Price Band 4		11,850.00	3.00
Price Band 5		11,850.00	3.00
Price Band 6		11,850.00	3.00

2.1 Special Access Channel Terminations (Cont'd)

2.1.1 Month-to-Month (Cont'd)

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC192, OC192c</u>			
- Basic	TZGOX		
N-MSA		22,000.00	4.00
Price Band 4		22,000.00	4.00
Price Band 5		22,000.00	4.00
Price Band 6		22,000.00	4.00
- W/ FPD	TZGRX		
N-MSA		23,700.00	4.00
Price Band 4		23,700.00	4.00
Price Band 5		23,700.00	4.00
Price Band 6		23,700.00	4.00

2.1.2 3-Year

OC3, OC3c or STM1

- Basic	TZGSX		
N-MSA		\$2,200.00	\$1.00
Price Band 4		3,325.00	1.00
Price Band 5		3,325.00	1.00
Price Band 6		3,325.00	1.00
- W/ FPD	TZGTX		
N-MSA		3,400.00	1.00
Price Band 4		3,800.00	1.00
Price Band 5		3,800.00	1.00
Price Band 6		3,800.00	1.00

OC12 or OC12c

- Basic	TZGSX		
N-MSA		5,675.00	2.00
Price Band 4		6,530.00	2.00
Price Band 5		6,530.00	2.00
Price Band 6		6,530.00	2.00
- W/ FPD	TZGTX		
N-MSA		6,300.00	2.00
Price Band 4		7,280.00	2.00
Price Band 5		7,280.00	2.00
Price Band 6		7,280.00	2.00

OC48, OC48c

- Basic	TZGSX		
N-MSA		7,500.00	3.00
Price Band 4		7,500.00	3.00
Price Band 5		7,500.00	3.00
Price Band 6		7,500.00	3.00

2.1 Special Access Channel Terminations(Cont'd)

2.1.2 3-Year (Cont'd)

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC48, OC48c (Con't)</u>			
- W/ FPD	TZGTX		
N-MSA		8,295.00	3.00
Price Band 4		8,295.00	3.00
Price Band 5		8,295.00	3.00
Price Band 6		8,295.00	3.00
<u>OC192, OC192c</u>			
- Basic	TZGSX		
N-MSA		14,000.00	4.00
Price Band 4		14,000.00	4.00
Price Band 5		14,000.00	4.00
Price Band 6		14,000.00	4.00
- W/ FPD	TZGTX		
N-MSA		16,900.00	4.00
Price Band 4		16,900.00	4.00
Price Band 5		16,900.00	4.00
Price Band 6		16,900.00	4.00

2.1.3 5-Year

OC3, OC3c or STM1

- Basic	TZG5X		
N-MSA		\$1,900.00	\$1.00
Price Band 4		3,200.00	1.00
Price Band 5		3,200.00	1.00
Price Band 6		3,200.00	1.00
- W/ FPD	TZG6X		
N-MSA		3,000.00	1.00
Price Band 4		3,700.00	1.00
Price Band 5		3,700.00	1.00
Price Band 6		3,700.00	1.00

OC12 or OC12c

- Basic	TZG5X		
N-MSA		4,600.00	2.00
Price Band 4		4,500.00	2.00
Price Band 5		4,500.00	2.00

Price Band 6		4,500.00	2.00
- W/ FPD	TZG6X		
N-MSA		5,075.00	2.00
Price Band 4		4,950.00	2.00
Price Band 5		4,950.00	2.00
Price Band 6		4,950.00	2.00

2.1 Special Access Channel Terminations(Cont'd)

2.1.3 5-Year (Cont'd)

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC48, OC48c</u>			
- Basic	TZG5X		
N-MSA		6,350.00	3.00
Price Band 4		6,350.00	3.00
Price Band 5		6,350.00	3.00
Price Band 6		6,350.00	3.00
- W/ FPD	TZG6X		
N-MSA		6,985.00	3.00
Price Band 4		6,985.00	3.00
Price Band 5		6,985.00	3.00
Price Band 6		6,985.00	3.00
<u>OC192, OC192c</u>			
- Basic	TZG5X		
N-MSA		11,000.00	4.00
Price Band 4		11,000.00	4.00
Price Band 5		11,000.00	4.00
Price Band 6		11,000.00	4.00
- W/ FPD	TZG6X		
N-MSA		11,850.00	4.00
Price Band 4		11,850.00	4.00
Price Band 5		11,850.00	4.00
Price Band 6		11,850.00	4.00

2.2 Special Access Ports

2.2.1 Month-to-Month

OC3

- 2-Fiber	SPR2M		
N-MSA		\$250.00	\$1.00
Price Band 4		283.00	1.00
Price Band 5		283.00	1.00
Price Band 6		283.00	1.00

- 4-Fiber 1+1 Protection	SPR4M		
N-MSA		500.00	1.00
Price Band 4		525.00	1.00
Price Band 5		525.00	1.00
Price Band 6		525.00	1.00

2.2 Special Access Ports (Cont'd)

2.2.1 Month-to-Month (Cont'd)

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC3c or STM1</u>			
- 2-Fiber	SPR2M		
N-MSA		250.00	1.00
Price Band 4		336.00	1.00
Price Band 5		336.00	1.00
Price Band 6		336.00	1.00
- 4-Fiber 1+1 Protection	SPR4M		
N-MSA		500.00	1.00
Price Band 4		630.00	1.00
Price Band 5		630.00	1.00
Price Band 6		630.00	1.00
<u>OC12</u>			
- 2-Fiber	SPR2M		
N-MSA		625.00	2.00
Price Band 4		630.00	2.00
Price Band 5		630.00	2.00
Price Band 6		630.00	2.00
- 4-Fiber 1+1 Protection	SPR4M		
N-MSA		1,250.00	2.00
Price Band 4		1,200.00	2.00
Price Band 5		1,200.00	2.00
Price Band 6		1,200.00	2.00
<u>OC12c</u>			
- 2-Fiber	SPR2M		
N-MSA		625.00	2.00
Price Band 4		730.00	2.00
Price Band 5		730.00	2.00
Price Band 6		730.00	2.00
- 4-Fiber 1+1 Protection	SPR4M		
N-MSA		1,250.00	2.00
Price Band 4		1,400.00	2.00
Price Band 5		1,400.00	2.00
Price Band 6		1,400.00	2.00
<u>OC48</u>			
- 2-Fiber	SPR2M		
N-MSA		\$1,050.00	\$3.00
Price Band 4		1,050.00	3.00
Price Band 5		1,050.00	3.00

Price Band 6		1,050.00	3.00
4-Fiber 1+1 Protection	SPR4M		
N-MSA		2,100.00	3.00
Price Band 4		2,100.00	3.00
Price Band 5		2,100.00	3.00
Price Band 6		2,100.00	3.00

2.2 Special Access Ports (Cont'd)

2.2.1 Month-to-Month (Cont'd)

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC48c</u>			
- 2-Fiber	SPR2M		
N-MSA		1,100.00	3.00
Price Band 4		1,100.00	3.00
Price Band 5		1,100.00	3.00
Price Band 6		1,100.00	3.00
- 4-Fiber 1+1 Protection	SPR4M		
N-MSA		2,200.00	3.00
Price Band 4		2,200.00	3.00
Price Band 5		2,200.00	3.00
Price Band 6		2,200.00	3.00
<u>OC192</u>			
- 2-Fiber	SPR2M		
N-MSA		2,500.00	1.00
Price Band 4		2,500.00	1.00
Price Band 5		2,500.00	1.00
Price Band 6		2,500.00	1.00
- 4-Fiber 1+1 Protection	SPR4M		
N-MSA		5,000.00	1.00
Price Band 4		5,000.00	1.00
Price Band 5		5,000.00	1.00
Price Band 6		5,000.00	1.00
<u>OC192c</u>			
- 2-Fiber	SPR2M		
N-MSA		2,700.00	1.00
Price Band 4		2,700.00	1.00
Price Band 5		2,700.00	1.00
Price Band 6		2,700.00	1.00
Monthly		2,700.00	1.00
- 4-Fiber 1+1 Protection	SPR4M		
N-MSA		5,200.00	1.00
Price Band 4		5,200.00	1.00
Price Band 5		5,200.00	1.00
Price Band 6		5,200.00	1.00

2.2 Special Access Ports (Cont'd)

2.2.2 3-Year

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC3</u>			
- 2-Fiber	SPR23		
N-MSA		\$200.00	\$1.00
Price Band 4		230.00	1.00
Price Band 5		230.00	1.00
Price Band 6		230.00	1.00
- 4-Fiber 1+1 Protection	SPR43		
N-MSA		400.00	1.00
Price Band 4		450.00	1.00
Price Band 5		450.00	1.00
Price Band 6		450.00	1.00
<u>OC3c or STM1</u>			
- 2-Fiber	SPR23		
N-MSA		200.00	1.00
Price Band 4		260.00	1.00
Price Band 5		260.00	1.00
Price Band 6		260.00	1.00
- 4-Fiber 1+1 Protection	SPR43		
N-MSA		400.00	1.00
Price Band 4		480.00	1.00
Price Band 5		480.00	1.00
Price Band 6		480.00	1.00
<u>OC12</u>			
- 2-Fiber	SPR23		
N-MSA		500.00	2.00
Price Band 4		460.00	2.00
Price Band 5		460.00	2.00
Price Band 6		460.00	2.00
- 4-Fiber 1+1 Protection	SPR43		
N-MSA		1,000.00	2.00
Price Band 4		900.00	2.00
Price Band 5		900.00	2.00
Price Band 6		900.00	2.00
<u>OC12c</u>			
- 2-Fiber	SPR23		
N-MSA		500.00	2.00
Price Band 4		480.00	2.00
Price Band 5		480.00	2.00
Price Band 6		480.00	2.00
- 4-Fiber 1+1 Protection	SPR43		
N-MSA		1,000.00	2.00
Price Band 4		930.00	2.00
Price Band 5		930.00	2.00
Price Band 6		930.00	2.00

2.2 Special Access Ports (Cont'd)

2.2.2 3-Year (Cont'd)

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC48</u>			
- 2-Fiber	SPR23		
N-MSA		\$900.00	\$3.00
Price Band 4		900.00	3.00
Price Band 5		900.00	3.00
Price Band 6		900.00	3.00
- 4-Fiber 1+1 Protection	SPR43		
N-MSA		1,800.00	3.00
Price Band 4		1,800.00	3.00
Price Band 5		1,800.00	3.00
Price Band 6		1,800.00	3.00
<u>OC48c</u>			
- 2-Fiber	SPR23		
N-MSA		950.00	3.00
Price Band 4		950.00	3.00
Price Band 5		950.00	3.00
Price Band 6		950.00	3.00
- 4-Fiber 1+1 Protection	SPR43		
N-MSA		1,900.00	3.00
Price Band 4		1,900.00	3.00
Price Band 5		1,900.00	3.00
Price Band 6		1,900.00	3.00
<u>OC192</u>			
- 2-Fiber	SPR23		
N-MSA		2,100.00	1.00
Price Band 4		2,100.00	1.00
Price Band 5		2,100.00	1.00
Price Band 6		2,100.00	1.00
- 4-Fiber 1+1 Protection	SPR43		
N-MSA		4,200.00	1.00
Price Band 4		4,200.00	1.00
Price Band 5		4,200.00	1.00
Price Band 6		4,200.00	1.00
<u>OC192c</u>			
- 2-Fiber	SPR23		
N-MSA		2,300.00	1.00
Price Band 4		2,300.00	1.00
Price Band 5		2,300.00	1.00
Price Band 6		2,300.00	1.00
- 4-Fiber 1+1 Protection	SPR43		
N-MSA		4,400.00	1.00
Price Band 4		4,400.00	1.00
Price Band 5		4,400.00	1.00
Price Band 6		4,400.00	1.00

2.2 Special Access Ports (Cont'd)

2.2.3 5-Year

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC3</u>			
- 2-Fiber	SPR25		
N-MSA		\$150.00(R)	\$1.00
Price Band 4		160.00	1.00
Price Band 5		160.00	1.00
Price Band 6		160.00	1.00
- 4-Fiber 1+1 Protection	SPR45		
N-MSA		300.00	1.00
Price Band 4		300.00	1.00
Price Band 5		300.00	1.00
Price Band 6		300.00	1.00
<u>OC3c or STM1</u>			
- 2-Fiber	SPR25		
N-MSA		150.00	1.00
Price Band 4		180.00	1.00
Price Band 5		180.00	1.00
Price Band 6		180.00	1.00
- 4-Fiber 1+1 Protection	SPR45		
N-MSA		300.00	1.00
Price Band 4		320.00	1.00
Price Band 5		320.00	1.00
Price Band 6		320.00	1.00
<u>QC12</u>			
- 2-Fiber	SPR25		
N-MSA		400.00	2.00
Price Band 4		320.00	2.00
Price Band 5		320.00	2.00
Price Band 6		320.00	2.00
- 4-Fiber 1+1 Protection	SPR45		
N-MSA		800.00	2.00
Price Band 4		600.00	2.00
Price Band 5		600.00	2.00
Price Band 6		600.00	2.00
<u>QC12c</u>			
- 2-Fiber	SPR25		
N-MSA		400.00	2.00
Price Band 4		360.00	2.00
Price Band 5		360.00	2.00
Price Band 6		360.00	2.00
- 4-Fiber 1+1 Protection	SPR45		
N-MSA		800.00	2.00
Price Band 4		650.00	2.00
Price Band 5		650.00	2.00
Price Band 6		650.00	2.00

2.2 Special Access Ports (Cont'd)

2.2.3 5-Year (Cont'd)

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC48</u>			
- 2-Fiber	SPR25		
N-MSA		\$600.00	\$3.00
Price Band 4		600.00	3.00
Price Band 5		600.00	3.00
Price Band 6		600.00	3.00
- 4-Fiber 1+1 Protection	SPR45		
N-MSA		1,200.00	3.00
Price Band 4		1,200.00	3.00
Price Band 5		1,200.00	3.00
Price Band 6		1,200.00	3.00
<u>OC48c (For DC, DE, MD, NJ, PA, VA, W. VA)</u>			
- 2-Fiber	SPR25		
N-MSA		650.00	3.00
Price Band 4		600.00	3.00
Price Band 5		600.00	3.00
Price Band 6		600.00	3.00
- 4-Fiber 1+1 Protection	SPR45		
N-MSA		1,300.00	3.00
Price Band 4		600.00	3.00
Price Band 5		600.00	3.00
Price Band 6		600.00	3.00
<u>OC48c (For CT, MA, ME, NH, NY, RI, VT)</u>			
- 2-Fiber	SPR25		
N-MSA		650.00	3.00
Price Band 4		650.00	3.00
Price Band 5		650.00	3.00
Price Band 6		650.00	3.00
- 4-Fiber 1+1 Protection	SPR45		
N-MSA		1,300.00	3.00
Price Band 4		1,300.00	3.00
Price Band 5		1,300.00	3.00
Price Band 6		1,300.00	3.00

2.2 Special Access Ports (Cont'd)

2.2.3 5-Year (Cont'd)

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC192</u>			
- 2-Fiber	SPR25		
N-MSA		\$1,800.00	\$1.00
Price Band 4		1,800.00	1.00
Price Band 5		1,800.00	1.00
Price Band 6		1,800.00	1.00
- 4-Fiber 1+1 Protection	SPR45		
N-MSA		3,600.00	1.00
Price Band 4		3,600.00	1.00
Price Band 5		3,600.00	1.00
Price Band 6		3,600.00	1.00
<u>OC192c</u>			
- 2-Fiber	SPR25		
N-MSA		2,000.00	1.00
Price Band 4		2,000.00	1.00
Price Band 5		2,000.00	1.00
Price Band 6		2,000.00	1.00
- 4-Fiber 1+1 Protection	SPR45		
N-MSA		3,800.00	1.00
Price Band 4		3,800.00	1.00
Price Band 5		3,800.00	1.00
Price Band 6		3,800.00	1.00

2.3 Special Access IOF Mileage

2.3.1 Month-to-Month

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	
		<u>Fixed</u>	<u>Per Mile</u>
<u>OC3, OC3c, or STM1 Basic</u>			
N-MSA	1H6OS	\$2,500.00	\$300.00
Price Band 4		2,625.00	462.00
Price Band 5		2,625.00	462.00
Price Band 6		2,625.00	462.00
<u>OC3, OC3c, or STM1 w/FPD</u>			
N-MSA	1H6RS	2,500.00	375.00
Price Band 4		2,625.00	485.00
Price Band 5		2,625.00	485.00
Price Band 6		2,625.00	485.00
<u>OC12 or OC12c Basic</u>			
N-MSA	1H6OS	6,100.00	575.00
Price Band 4		6,000.00	1,160.00
Price Band 5		6,000.00	1,160.00
Price Band 6		6,000.00	1,160.00
<u>OC12 or OC12c w/FPD</u>			
N-MSA	1H6RS	6,100.00	650.00

Price Band 4		6,000.00	1,475.00
Price Band 5		6,000.00	1,475.00
Price Band 6		6,000.00	1,475.00
<u>OC48 or OC48c Basic</u>	1H6OS		
N-MSA		10,890.00	2,950.00
Price Band 4		10,890.00	2,950.00
Price Band 5		10,890.00	2,950.00
Price Band 6		10,890.00	2,950.00
<u>OC48 or OC48c w/FPD</u>	1H6RS		
N-MSA		10,890.00	3,250.00
Price Band 4		10,890.00	3,250.00
Price Band 5		10,890.00	3,250.00
Price Band 6		10,890.00	3,250.00
<u>OC192 or OC192c Basic</u>	1H6OS		
N-MSA		15,900.00	2,950.00
Price Band 4		15,900.00	2,950.00
Price Band 5		15,900.00	2,950.00
Price Band 6		15,900.00	2,950.00
<u>OC192 or OC192c w/FPD</u>	1H6RS		
N-MSA		15,900.00	3,250.00
Price Band 4		15,900.00	3,250.00
Price Band 5		15,900.00	3,250.00
Price Band 6		15,900.00	3,250.00

2.3 Special Access IOF Mileage (Cont'd)

2.3.2 3-Year

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	
		<u>Fixed</u>	<u>Per Mile</u>
<u>OC3, OC3c, or STM1 Basic</u>	1H6SS		
N-MSA		\$2,200.00	\$200.00
Price Band 4		2,310.00	324.00
Price Band 5		2,310.00	324.00
Price Band 6		2,310.00	324.00
<u>OC3, OC3C, or STM1 w/FPD</u>	1H6TS		
N-MSA		2,200.00	250.00
Price Band 4		2,310.00	346.00
Price Band 5		2,310.00	346.00
Price Band 6		2,310.00	346.00
<u>OC12 or OC12c Basic</u>	1H6SS		
N-MSA		5,130.00	425.00
Price Band 4		5,000.00	900.00
Price Band 5		5,000.00	900.00
Price Band 6		5,000.00	900.00
<u>OC12 or OC12c w/FPD</u>	1H6TS		
N-MSA		5,130.00	500.00
Price Band 4		5,000.00	1,160.00
Price Band 5		5,000.00	1,160.00
Price Band 6		5,000.00	1,160.00
<u>OC48 or OC48c Basic</u>	1H6SS		
N-MSA		8,595.00	2,350.00
Price Band 4		8,595.00	2,350.00

Price Band 5		8,595.00	2,350.00
Price Band 6		8,595.00	2,350.00
<u>OC48 or OC48c w/FPD</u>	1H6TS		
N-MSA		8,595.00	2,600.00
Price Band 4		8,595.00	2,600.00
Price Band 5		8,595.00	2,600.00
Price Band 6		8,595.00	2,600.00
<u>OC192 or OC192c Basic</u>	1H6SS		
N-MSA		13,000.00	2,350.00
Price Band 4		13,000.00	2,350.00
Price Band 5		13,000.00	2,350.00
Price Band 6		13,000.00	2,350.00
<u>OC192 or OC192c w/FPD</u>	1H6TS		
N-MSA		13,000.00	2,600.00
Price Band 4		13,000.00	2,600.00
Price Band 5		13,000.00	2,600.00
Price Band 6		13,000.00	2,600.00

2.3 Special Access IOF Mileage (Cont'd)

2.3.3 5-Year

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	
		<u>Fixed</u>	<u>Per Mile</u>
<u>OC3, OC3c, or STM1 Basic</u>	1H65S		
N-MSA		\$1,800.00	\$125.00
Price Band 4		1,900.00	178.00
Price Band 5		1,900.00	178.00
Price Band 6		1,900.00	178.00
<u>OC3, OC3c, or STM1 w/FPD</u>	1H66S		
N-MSA		1,800.00	150.00
Price Band 4		1,900.00	199.00
Price Band 5		1,900.00	199.00
Price Band 6		1,900.00	199.00
<u>OC12 or OC12c Basic</u>	1H65S		
N-MSA		3,590.00	300.00
Price Band 4		3,500.00	450.00
Price Band 5		3,500.00	450.00
Price Band 6		3,500.00	450.00
<u>OC12 or OC12c w/FPD</u>	1H66S		
N-MSA		3,590.00	375.00
Price Band 4		3,500.00	525.00
Price Band 5		3,500.00	525.00
Price Band 6		3,500.00	525.00
<u>OC48 or OC48c Basic</u>	1H65S		
N-MSA		6,300.00	1,250.00
Price Band 4		6,300.00	1,250.00
Price Band 5		6,300.00	1,250.00
Price Band 6		6,300.00	1,250.00
<u>OC48 or OC48c w/FPD</u>	1H66S		
N-MSA		6,300.00	1,380.00
Price Band 4		6,300.00	1,380.00
Price Band 5		6,300.00	1,380.00

Price Band 6		6,300.00	1,380.00
<u>OC192 or OC192c Basic</u>	1H65S		
N-MSA		11,500.00	1,250.00
Price Band 4		11,500.00	1,250.00
Price Band 5		11,500.00	1,250.00
Price Band 6		11,500.00	1,250.00
<u>OC192 or OC192c w/FPD</u>	1H66S		
N-MSA		11,500.00	1,380.00
Price Band 4		11,500.00	1,380.00
Price Band 5		11,500.00	1,380.00
Price Band 6		11,500.00	1,380.00

2.4 Special Access Multiplexing Node

2.4.1 Per Node

<u>OC3</u>	<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
-	Month-to-Month	MNHAX		
	N-MSA		\$2,228.00	\$1,599.00
	Price Band 4		2,228.00	1,599.00
	Price Band 5		2,228.00	1,599.00
	Price Band 6		2,228.00	1,599.00
-	3-Year	MNHA3		
	N-MSA		1,759.00	1,599.00
	Price Band 4		1,759.00	1,599.00
	Price Band 5		1,759.00	1,599.00
	Price Band 6		1,759.00	1,599.00
-	5-Year	MNHA5		
	N-MSA		1,290.00	1,599.00
	Price Band 4		1,290.00	1,599.00
	Price Band 5		1,290.00	1,599.00
	Price Band 6		1,290.00	1,599.00
<u>OC12</u>				
-	Month-to-Month	MNHAX		
	N-MSA		3,943.00	1,599.00
	Price Band 4		3,943.00	1,599.00
	Price Band 5		3,943.00	1,599.00
	Price Band 6		3,943.00	1,599.00
-	3-Year	MNHA3		
	N-MSA		3,091.00	1,599.00
	Price Band 4		3,091.00	1,599.00
	Price Band 5		3,091.00	1,599.00
	Price Band 6		3,091.00	1,599.00
-	5-Year	MNHA5		
	N-MSA		2,238.00	1,599.00
	Price Band 4		2,238.00	1,599.00
	Price Band 5		2,238.00	1,599.00
	Price Band 6		2,238.00	1,599.00

OC48

- Month-to-Month	MNHAX		
N-MSA		10,658.00	1,599.00
Price Band 4		10,658.00	1,599.00
Price Band 5		10,658.00	1,599.00
Price Band 6		10,658.00	1,599.00
- 3-Year	MNHA3		
N-MSA		7,631.00	1,599.00
Price Band 4		7,631.00	1,599.00
Price Band 5		7,631.00	1,599.00
Price Band 6		7,631.00	1,599.00
- 5-Year	MNHA5		
N-MSA		4,604.00	1,599.00
Price Band 4		4,604.00	1,599.00
Price Band 5		4,604.00	1,599.00
Price Band 6		4,604.00	1,599.00

2.5 Switched Access Channel Terminations

2.5.1 Month-to-Month

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC3</u>			
- Basic	T7OAX		
N-MSA		\$2,600.00	\$1.00
- W/ FPD	T7OBX		
N-MSA		3,700.00	1.00
<u>OC12</u>			
- Basic	T7OAX		
N-MSA		6,600.00	2.00
- W/ FPD	T7OBX		
N-MSA		7,700.00	2.00
<u>OC48</u>			
- Basic	T7OAX		
N-MSA		11,000.00	3.00
- W/ FPD	T7OBX		
N-MSA		11,850.00	3.00

2.5.2 3-Year

OC3

- Basic	T7OA3		
N-MSA		\$2,200.00	\$1.00
- W/ FPD	T7OB3		
N-MSA		3,400.00	1.00

<u>Type</u>	<u>USOC</u>	<u>Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC12</u>			
- Basic N-MSA	T7OA3	5,675.00	2.00
- W/ FPD N-MSA	T7OB3	6,300.00	2.00
<u>OC48</u>			
- Basic N-MSA	T7OA3	7,500.00	3.00
- W/ FPD N-MSA	T7OB3	8,295.00	3.00

2.5 Switched Access Terminations (Cont'd)

2.5.3 5-Year

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC3</u>			
- Basic N-MSA	T7OA5	\$1,900.00	\$1.00
- W/ FPD N-MSA	T7OB5	3,000.00	1.00
<u>OC12</u>			
- Basic N-MSA	T7OA5	4,600.00	2.00
- W/ FPD N-MSA	T7OB5	5,075.00	2.00
<u>OC48</u>			
- Basic N-MSA	T7OA5	6,350.00	3.00
- W/ FPD N-MSA	T7OB5	6,985.00	3.00

2.6 Switched Access Ports

2.6.1 Month-to-Month

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC3</u>			
- 2 Fiber N-MSA	S8J2M	\$250.00	\$1.00
- 4 Fiber 1+1 N-MSA	S8J4M	500.00	1.00
<u>OC12</u>			
- 2 Fiber N-MSA	S8J2M	625.00	2.00
- 4 Fiber 1+1 N-MSA	S8J4M	1,250.00	2.00
<u>OC48</u>			
- 2 Fiber N-MSA	S8J2M	1,050.00	3.00
- 4 Fiber 1+1 N-MSA	S8J4M	2,100.00	3.00

2.6 Switched Access Ports (Cont'd)

2.6.2 3-Year

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC3</u>			
- 2 Fiber N-MSA	S8J23	\$200.00	\$1.00
- 4 Fiber 1+1 N-MSA	S8J43	400.00	1.00
<u>OC12</u>			
- 2 Fiber N-MSA	S8J23	500.00	2.00
- 4 Fiber 1+1 N-MSA	S8J43	1,000.00	2.00
<u>OC48</u>			
- 2 Fiber N-MSA	S8J23	900.00	3.00

- 4 Fiber 1+1 N-MSA	S8J43	1,800.00	3.00
------------------------	-------	----------	------

2.6.3 5-Year

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
<u>OC3</u>			
- 2 Fiber N-MSA	S8J25	\$150.00	\$1.00
- 4 Fiber 1+1 N-MSA	S8J45	300.00	1.00
<u>OC12</u>			
- 2 Fiber N-MSA	S8J25	400.00	2.00
- 4 Fiber 1+1 N-MSA	S8J45	800.00	2.00
<u>OC48</u>			
- 2 Fiber N-MSA	S8J25	600.00	3.00
- 4 Fiber 1+1 N-MSA	S8J45	1,200.00	3.00

2.7 Switched Access IOF Mileage

2.7.1 Month-to-Month

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	
		<u>Fixed</u>	<u>Per Mile</u>
OC3 N-MSA	1H7QM	\$2,500.00	\$300.00
OC3 w/FPD N-MSA	1H7SM	2,500.00	375.00
OC12 N-MSA	1H7QM	6,100.00	575.00
OC12 w/FPD N-MSA	1H7SM	6,100.00	650.00
OC48 N-MSA	1H7QM	10,890.00	2,950.00
OC48 w/FPD N-MSA	1H7SM	10,890.00	3,250.00

2.7.2 3-Year

OC3 N-MSA	1H7Q3	\$2,200.00	\$200.00
OC3 w/FPD N-MSA	1H7S3	2,200.00	250.00
OC12 N-MSA	1H7Q3	5,130.00	425.00
OC12 w/FPD N-MSA	1H7S3	5,130.00	500.00
OC48 N-MSA	1H7Q3	8,595.00	2,350.00
OC48 w/FPD N-MSA	1H7S3	8,595.00	2,600.00

2.7 Switched Access IOF Mileage (Cont'd)

2.7.3 5-Year

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	
		<u>Fixed</u>	<u>Per Mile</u>
OC3 N-MSA	1H7Q5	\$1,800.00	\$125.00
OC3 w/FPD N-MSA	1H7S5	1,800.00	150.00
OC12 N-MSA	1H7Q5	3,590.00	300.00
OC12 w/FPD N-MSA	1H7S5	3,590.00	375.00
OC48 N-MSA	1H7Q5	6,300.00	1,250.00
OC48 w/FPD N-MSA	1H7S5	6,300.00	1,380.00

2.8 Switched Access Multiplexing Node

<u>Type</u>	<u>USOC</u>	<u>Monthly Recurring Rate</u>	<u>Nonrecurring Charges</u>
2.8.1 <u>Month-to-Month</u>			
OC3 N-MSA	MNHSX	\$ 2,228.00	\$1,599.00
OC12 N-MSA	MNHSX	3,943.00	1,599.00
OC48	MNHSX		

N-MSA		10,658.00	1,599.00
2.8.2	<u>3-Year</u>		
OC3 N-MSA	MNHS3	1,759.00	1,599.00
OC12 N-MSA	MNHS3	3,091.00	1,599.00
OC48 N-MSA	MNHS3	7,631.00	1,599.00
2.8.3	<u>5-Year</u>		
OC3 N-MSA	MNHS5	1,290.00	1,599.00
OC12 N-MSA	MNHS5	2,238.00	1,599.00
OC48 N-MSA	MNHS5	4,604.00	1,599.00
2.9	<u>Service Rearrangements</u>		
2.9.1	<u>Fiber Interface Rearrangement</u>		
		Special/Switched Access <u>USOC</u>	Nonrecurring <u>Charge</u>
	<u>2-Fiber to 4-Fiber or vice versa, per interface</u>	NRMP6/NRMP8	
	N-MSA		\$347.00
	Price Band 4		347.00
	Price Band 5		347.00
	Price Band 6		347.00
2.9.2	<u>Multiplexing Node Mapping Rearrangement</u>		
		Special/Switched Access <u>USOC</u>	Nonrecurring <u>Charge</u>
	<u>Per Multiplexing Node</u>	NRMP7/NRMP9	
	N-MSA		\$1,599.00
	Price Band 4		1,599.00
	Price Band 5		1,599.00
	Price Band 6		1,599.00
2.10	<u>Inside Move</u>		
		Special/Switched Access <u>USOC</u>	Nonrecurring <u>Charge</u>
	<u>Per Circuit Moved</u>	NRBSV/NRB4J	
	N-MSA		\$1,599.00
	Price Band 4		1,599.00
	Price Band 5		1,599.00
	Price Band 6		1,599.00

2.11 Cancellation Charges

IBT Cancellation Charges For Connecticut, New York, Maine, Massachusetts, New Hampshire, Rhode Island & Vermont							
Critical Date	APP	SID	DLRD	RID	WOT	PTD	DD
OC3/OC3c	\$0	\$364	\$910	\$1820	\$2,730	\$3,640	\$3,640
OC12/OC12c	\$0	\$364	\$910	\$1820	\$2,730	\$3,640	\$3,640
OC48/OC48c	\$0	\$364	\$910	\$1820	\$2,730	\$3,640	\$3,640
OC192/OC192c	\$0	\$364	\$14,020	\$28,040	\$28,040	\$28,040	\$28,040

IBT Cancellation Charges For DC, Delaware, Maryland, New Jersey, Pennsylvania, Virginia, & West Virginia							
Critical Date	APP	SID	DLRD	RID	WOT	PTD	DD
OC3/OC3c	\$0	\$364	\$3,640	\$3,640	\$3,640	\$3,640	\$3,640
OC12/OC12c	\$0	\$364	\$3,640	\$3,640	\$3,640	\$3,640	\$3,640
OC48/OC48c	\$0	\$364	\$3,640	\$3,640	\$3,640	\$3,640	\$3,640
OC192/OC192c	\$0	\$364	\$14,020	\$28,040	\$28,040	\$28,040	\$28,040

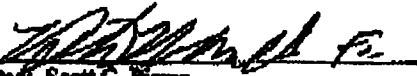
3. Contract Tariff Options


- 3.1. For Tariffed Services ordered on April 16, 2003 through December 31, 2003 under the New Connect Discount Plan (Tariff FCC No. 1, Section 21, Contract Tariff Option #4), the rates, charges, terms, and conditions of that discount plan will apply for the IBT Services ordered in lieu of the comparable rates, charges, terms and conditions of this Attachment 5.
- 3.2. For Tariffed Services ordered on May 6, 2003 through December 31, 2003 under the New Connect Discount Plan B (Tariff FCC No. 1, Section 21, Contract Tariff Option #5; Tariff FCC No. 11, Section 32, Contract Tariff Option #4), the rates, charges, terms, and conditions of that discount plan will apply for the IBT Services ordered in lieu of the comparable rates, charges, terms and conditions of this Attachment 5.
- 3.3. For Tariffed Services ordered on August 19, 2003 through December 31, 2003 under the New Connect Discount Plan C (Tariff FCC No. 1, Section 21, Contract Tariff Option #6; Tariff FCC No. 11, Section 32, Contract Tariff Option #5), the rates, charges, terms, and conditions of that discount plan will apply for the IBT Services ordered in lieu of the comparable rates, charges, terms and conditions of this Attachment 5.
- 3.4. For Tariffed Services ordered on August 1, 2003 through December 31, 2003 under the New Connect Discount Plan D (Tariff FCC No. 1, Section 21, Contract Tariff Option #7; Tariff FCC No. 11, Section 32, Contract Tariff Option #6), the rates, charges, terms, and conditions of that discount plan will apply for the IBT Services ordered in lieu of the comparable rates, charges, terms and conditions of this Attachment 5.
- 3.5. For Tariffed Services ordered on December 27, 2005 through December 31, 2006] under the Contract Tariff Options #33 in Tariff FCC No. 1, and # 36 in Tariff FCC No. 11, the rates, charges, terms, and conditions of that discount plan will apply for the IBT Services ordered in lieu of the comparable rates, charges, terms and conditions of this Attachment 5.

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule as of the Product Schedule Effective Date.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1.1

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below

By: 
Printed: Scott C. Pierce
Title: Executive Director - Alliance Management
Date: March 6, 2007

By: 
Printed: Quintin Law
Title: Vice President
Date: March 8, 2007

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: _____
Printed: Vincent J. Woodbury
Title: Vice President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Verizon Select Services Inc.
Date:

Verizon Operating Telephone Companies

- Verizon Delaware LLC
- Verizon Maryland Inc.
- Verizon New England Inc.
- Verizon New Jersey Inc.
- Verizon New York Inc.
- Verizon Pennsylvania Inc.
- Verizon Virginia Inc.
- Verizon Washington, DC Inc.
- Verizon West Virginia Inc.

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule as of the Product Schedule Effective Date.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment L.1

By: _____
Printed: Scott C. Pierce
Title: Executive Director - Alliance Management
Date:

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below.

By: _____
Printed: Quintin Lew
Title: Vice President
Date:

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: Vincent J. Woodbury
Printed: Vincent J. Woodbury
Title: Vice President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Verizon Select Services Inc.
Date:

Verizon Operating Telephone Companies

Verizon Delaware LLC
Verizon Maryland Inc.
Verizon New England Inc.
Verizon New Jersey Inc.
Verizon New York Inc.
Verizon Pennsylvania Inc.
Verizon Virginia Inc.
Verizon Washington, DC Inc.
Verizon West Virginia Inc.

**Attachment 6 – Description of Services and Pricing for the
IntelliLight® Broadband Transport 2007 New Connect Pricing Plan**

This Attachment 6 (Description of Services and Pricing for the IntelliLight® Broadband Transport 2007 New Connect Pricing Plan) (**Product Schedule**) is entered into as of the date of last signature by a Party (the **Product Schedule Effective Date**) by and among Verizon Business Network Services, Inc. (“VBNS”), on behalf of Verizon Global Networks Inc. and the former MCI Affiliates identified on Attachment 1.1 hereto, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance (“VLD”), NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions (“VES”), and Verizon Select Services Inc. (“VSSI”), on the other hand (VBNS, VLD, VES, and VSSI are hereinafter referred to collectively as “**Customer**”) (each individually, a “Party,” and collectively, the “Parties”) and Verizon Services Corp. on behalf of the Verizon operating telephone companies set forth on the signature page to this Product Schedule (individually and collectively, **Verizon**). This Product Schedule is attached to that certain Master Services Agreement (**Agreement**), dated as of March 8, 2007, by and among the Parties, and made a part thereof. All capitalized terms not otherwise defined in this Product Schedule, Product Guide, or in the Agreement shall have the meanings set forth in Verizon’s Tariffs FCC Nos. 1 and 11 (individually, **Tariff**, and collectively, **Tariffs**), as applicable.

1. Service Description

- 1.1 **General Description:** Verizon’s IntelliLight® Broadband Transport (the **Service**, or **IBT Service**) is a high speed, synchronous, optical fiber-based, full duplex data transmission service. IBT is available as a point-to-point non-channelized service and a multiplexed service. Basic IBT and Muxed IBT are together referred to as IBT. IBT is provisioned over Verizon’s shared SONET network and provides the Customer with SONET-based broadband access transport in capacities/transmission speeds of OC3 through OC192. A full description of the Service is set forth in the Product Guide (defined below).

This Product Schedule does not include any switched access IBT Services, and such switched access IBT Services must be purchased pursuant to a separate product schedule and the terms of the Product Guide (defined below).

- 1.2 **Product Guide for the Service:** To the extent not inconsistent with the provisions of this Product Schedule or the Agreement, the complete description of the Service and all terms and conditions for the Service are contained in the “IBT Product Guide” (**Product Guide**) which is incorporated herein by reference and provided separately to Customer. The Product Guide contains a comprehensive description of the Service for use by Customer, including without limitation for the following reasons: (i) in connection with its initial review and analysis of the Service; (ii) in making a decision as to whether or not to enter into negotiations for the Service to satisfy its particular business needs; (iii) in maintaining its Service in the most advantageous manner; and (iv) in staying abreast of enhancements or other modifications to the Service.
- 1.3 **Changes to the Product Guide:** Subject in all respects to the terms and conditions of this Product Schedule and the Agreement, Verizon in its sole discretion shall have the right to change any or all of the terms set forth in the Product Guide. In accordance with Section 25 (Notices) of the Agreement, Verizon shall provide notice of any change to the Product Guide, and such changed Product Guide shall be the Product Guide (as defined herein), and

such changed Product Guide shall apply to all existing and new Services provided to Customer pursuant to the Agreement and this Product Schedule from the date of such change to the Product Guide.

If Verizon makes significant and material changes to the Product Guide without the agreement of Customer and, as a direct result of such changes, Customer's ability to obtain the Services covered by this Attachment 6 are significantly and materially affected, Customer will be permitted to cancel the Services affected by the changes.

2. IBT Services Eligible for Pricing Plan Rates

In order to receive the rates set forth in Exhibit A to this Product Schedule, and the other terms and conditions set forth in this Product Schedule, Customer must agree to purchase one (1) or more special access IBT Service(s) by placing either a New Order, an Upgrade Order, or a Renewal Order (each as defined below) with Verizon in accordance with the terms and conditions set forth in this Product Schedule.

2.1 Placement of Orders: All orders for IBT Service must meet the requirements of this Product Schedule, including specifically, the requirements set forth below:

- (a) All orders for IBT Service must be placed by the Customer during the period beginning on the Product Schedule Effective Date and ending on 12:00 AM Midnight on December 31, 2007 (**Ordering Period**). Any order for IBT Services placed by the Customer after the **Ordering Period** is not part of this Product Schedule and will be subject to any applicable terms and conditions set forth in the applicable document under which such IBT Services are ordered, including a new product schedule, or the Tariffs. Verizon may provision the IBT Service under this Product Schedule after the end of the **Ordering Period**, so long as the order for IBT Service is placed during the **Ordering Period**.
- (b) All orders for IBT Service must follow any ordering processes and procedures promulgated by Verizon (including any specific requirements set forth in the following sentence), and any requirements, terms, conditions, rates, and charges for ordering and provisioning of IBT Services set forth in the Tariffs and/or the Product Guide. **In order to receive the rates, terms, and conditions set forth in this Product Schedule, when ordering, upgrading or renewing an IBT Service, Customer must place the contract number assigned to this Product Schedule in the designated field of the Access Service Request (ASR).**
- (c) During the **Ordering Period**, Customer agrees to place all New Orders, Upgrade Orders, or Renewal Orders for special access IBT Services pursuant to this Product Schedule, the Product Guide, and the Agreement, and further agrees not to place any orders for special access IBT Services pursuant to the Tariff.

2.2 New Orders: A **New Order** is an order placed by the Customer for a new special access IBT Service that complies with the requirements of Sections 2.1 and 3.2 hereof. A New Order cannot be an Existing IBT Service (as defined below) that was disconnected prior to the end of its commitment period. An **Existing IBT Service** is an IBT Service provided by Verizon to the Customer pursuant to the Tariffs or an agreement or arrangement.

- 2.3 **Upgrade Order:** An **Upgrade Order** is an order placed by the Customer for a new special access IBT Service which meets all of the criteria set forth below and complies with the requirements of Sections 2.1 and 3.2 hereof:
- (a) The upgraded IBT Service (**Upgraded IBT**) must be of a greater capacity than the Existing IBT Service. As an illustrative example, assume that Customer seeks to upgrade an existing OC12 IBT Service with an OC48 IBT. In that case, Customer meets the requirements of this subsection 2.3(a); and
 - (b) The commitment period of the Upgraded IBT must be greater than the time remaining in the commitment period for the Existing IBT Service. In choosing its commitment period for the Upgraded IBT, Customer must choose from the available commitment periods offered by Verizon as set forth in Section 3 below. As an illustrative example, assume that Customer has an Existing IBT service with a 5-year commitment period, with forty (40) months remaining in such commitment period. If Customer chooses to upgrade its Existing IBT Service in accordance with this Section 2.3, the Upgraded IBT can only have a 5-year commitment period since Verizon only offers a month-to-month (with a 1 year commitment period), 3-year, or 5-year commitment period for Upgraded IBT Services, and only the 5-year commitment period (i.e., 60 months) is longer than the remaining commitment period of forty (40) months; and
 - (c) There must be at least one (1) terminating location in common between the Existing IBT and the Upgraded IBT.
- 2.4 **Orders for Renewals of Expiring Term:** A **Renewal Order** is an order placed by the Customer to renew an Existing IBT which meets all of the criteria set forth below and complies with the requirements of Sections 2.1 and 3.2 hereof.
- (a) The commitment period of the Existing IBT Service must be expiring during the Ordering Period; and
 - (b) The new commitment period for the renewed IBT Service commences on the later of: (i) the day following the date the Customer gives the notification of renewal under this Agreement; or (ii) the expiration date of the commitment period for the Existing IBT Service; and
 - (c) Customer may not make any other changes to the Existing IBT Service other than renewing it for a new commitment period (e.g., a change from a 2-fiber interface to a 4-fiber interface is a change to the Existing IBT, and such order would not be considered a Renewal Order); and
 - (d) The commitment period of the renewed IBT must be of the same or greater length as the Existing IBT being renewed. In choosing its commitment period for the renewed IBT, Customer must choose from the available commitment periods offered by Verizon as set forth in Section 3.2 below.
- 2.5 **All Other Orders Ineligible:** All other orders to purchase IBT Services that are not a New Order, an Upgrade Order, or a Renewal Order are not eligible for the rates, terms, and conditions set forth in this Product Schedule.

3. Application of Rates and Charges

3.1 **Rate Structure:** In addition to the rates and charges set forth in the Product Guide, the Agreement, or incorporated by reference therein, the rates and charges for the IBT Service are set forth in Exhibit A attached hereto: There are two levels of pricing, based upon the LATA in which the IBT Service is located.

A. IBT Service located in LATAs 128, 132, and 224 receive the "Level A" rates.

LATA	Geography	LATA	Geography	LATA	Geography
128	EASTERN MA	132	NEW YORK METRO NY	224	NORTH JERSEY NJ

B. IBT Service located in the LATAs noted below, receive the "Level B" rates.

LATA	Geography	LATA	Geography	LATA	Geography
120	MAINE	140	BUFFALO NY	238	BALTIMORE MD
122	NEW HAMPSHIRE	220	ATLANTIC COASTAL NJ	240	HAGERSTOWN MD
124	VERMONT	222	DELAWARE VALLEY NJ	242	SALISBURY MD
126	WESTERN MA	226	CAPITAL PA	244	ROANOKE VA
130	RHODE ISLAND	228	PHILADELPHIA PA	246	CULPEPER VA
133	POUGHKEEPSIE NY	230	ALTOONA PA	248	RICHMOND VA
134	ALBANY NY	232	NORTHEAST PA	250	LYNCHBURG VA
136	SYRACUSE NY	234	PITTSBURGH PA	252	NORFOLK VA
138	BINGHAMTON NY	236	WASHINGTON DC	254	CHARLESTON WV
				256	CLARKSBURG WV

3.2. **Available Commitment Periods:** When placing a New Order, Upgrade Order, or a Renewal Order, Customer must select one of the following commitment periods: month-to-month (with a 1-year commitment period), 3-year or 5-year. Such selected commitment period shall be an **Initial Commitment Period** for the applicable IBT Service. All New Orders, Upgrade Orders and Renewal Orders of IBT Services are subject to the terms of this Product Schedule, including without limitation, Section 2 hereof.

3.3 **Extension of IBT Service:** Upon completion of the Initial Commitment Period, and upon completion of every subsequent commitment period thereafter, the Customer must choose one of the following options to extend its commitment period. If Customer makes no election at the expiration of its Initial Commitment Period, or any subsequent commitment period, then Customer shall be deemed to have elected to extend the Service on a month-to-month basis, and the terms of Section (a) below shall apply.

- (a) Customer may elect to extend its IBT Service on a month-to-month basis, until such time as it elects to select an alternative commitment period, in which case the terms of Section 3.3(b) shall apply. Customer shall continue to receive the rates associated with the expired commitment period. If IBT Service is discontinued at any time that Customer's IBT service is provided on a month-to-month basis, Customer shall not be liable for any termination liability. The month-to-month rates set forth in Exhibit A will not extend beyond 24 months. Upon expiration of the 24th month of the month-to-month extension period, Customer's rates and charges for the applicable IBT Service will revert to those applicable rates and charges as set forth in Exhibit B.

As an illustrative example, assume that Customer placed a New Order for IBT Service and selected a 3-year commitment period. At the end of such 3-year Initial Commitment Period, assume further that Customer elected to extend its IBT Service on a month-to-month basis. Then, Customer shall continue to receive the 3-year rate set forth in Exhibit A hereto so long as Customer continues on a month-to-month commitment period and 24 months of extension has not expired.

- (b) Customer may elect to extend its IBT Service by subscribing to a new 3-year or 5-year commitment period. Customer shall receive the rates associated with the newly selected commitment period. If IBT Service is discontinued prior to the expiration of the applicable commitment period, then Customer shall be liable for termination liability in accordance with the Product Guide and the Agreement.

As an illustrative example, assume that Customer placed a New Order for IBT Service and selected a 3-year Initial Commitment Period. At the end of such 3-year Initial Commitment Period, assume further that Customer elected to extend its IBT Service by selecting a new 5-year commitment period. Then, Customer shall receive the 5-year rate set forth in Exhibit A hereto. Assume further that following the expiration of such 5-year commitment period, Customer elects to extend its IBT Service again by selecting a new 3-year commitment period. Then, during such second extension of its Initial Commitment Period, Customer shall receive the 3-year rate set forth in Exhibit A hereto.

EXHIBIT A
IBT 2007 New Connect Rates

I. Special Access Channel Terminations

<u>OC3, OC3c or STM1</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
Basic -	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	TZGOX	\$2,600.00	\$1.00	\$2,600.00	\$1.00
3-Year	TZGSX	\$2,200.00	\$1.00	\$2,200.00	\$1.00
5-Year	TZG5X	\$1,900.00	\$1.00	\$1,900.00	\$1.00
W/FPD					
Month-to-Month	TZGRX	\$3,605.00	\$1.00	\$3,700.00	\$1.00
3-Year	TZGTX	\$2,660.00	\$1.00	\$3,040.00	\$1.00
5-Year	TZG6X	\$2,590.00	\$1.00	\$2,960.00	\$1.00

<u>OC12/OC12c</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
Basic	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	TZGOX	\$6,600.00	\$2.00	\$6,600.00	\$2.00
3-Year	TZGSX	\$4,571.00	\$2.00	\$5,224.00	\$2.00
5-Year	TZG5X	\$3,150.00	\$2.00	\$3,600.00	\$2.00
W/FPD					
Month-to-Month	TZGRX	\$7,350.00	\$2.00	\$7,700.00	\$2.00
3-Year	TZGTX	\$5,096.00	\$2.00	\$5,824.00	\$2.00
5-Year	TZG6X	\$3,465.00	\$2.00	\$3,960.00	\$2.00

<u>OC48/OC48c</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
Basic	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	TZGOX	\$7,700.00	\$3.00	\$8,800.00	\$3.00
3-Year	TZGSX	\$5,250.00	\$3.00	\$6,000.00	\$3.00
5-Year	TZG5X	\$4,445.00	\$3.00	\$5,080.00	\$3.00
W/FPD					
Month-to-Month	TZGRX	\$8,295.00	\$3.00	\$9,480.00	\$3.00
3-Year	TZGTX	\$5,807.00	\$3.00	\$6,636.00	\$3.00
5-Year	TZG6X	\$4,890.00	\$3.00	\$5,588.00	\$3.00

OC192/OC192c

		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
Basic	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	TZGOX	\$17,600.00	\$4.00	\$19,800.00	\$4.00
3-Year	TZGSX	\$11,200.00	\$4.00	\$12,600.00	\$4.00
5-Year	TZG5X	\$8,800.00	\$4.00	\$9,900.00	\$4.00
W/FPD					
Month-to-Month	TZGRX	\$18,960.00	\$4.00	\$21,330.00	\$4.00
3-Year	TZGTX	\$13,520.00	\$4.00	\$15,210.00	\$4.00
5-Year	TZG6X	\$9,480.00	\$4.00	\$10,665.00	\$4.00

II. Special Access Ports**OC3 Ports**

		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
2 Fiber	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	SPR2M	\$142.00	\$1.00	\$170.00	\$1.00
3-Year	SPR23	\$127.00	\$1.00	\$150.00	\$1.00
5-Year	SPR25	\$96.00	\$1.00	\$112.00	\$1.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$263.00	\$1.00	\$315.00	\$1.00
3-Year	SPR43	\$248.00	\$1.00	\$293.00	\$1.00
5-Year	SPR45	\$180.00	\$1.00	\$210.00	\$1.00

OC3c or STM1 Ports

		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
2 Fiber	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	SPR2M	\$168.00	\$1.00	\$202.00	\$1.00
3-Year	SPR23	\$156.00	\$1.00	\$182.00	\$1.00
5-Year	SPR25	\$108.00	\$1.00	\$126.00	\$1.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$315.00	\$1.00	\$378.00	\$1.00
3-Year	SPR43	\$288.00	\$1.00	\$336.00	\$1.00
5-Year	SPR45	\$192.00	\$1.00	\$224.00	\$1.00

<u>OC12 Ports</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber					
Month-to-Month	SPR2M	\$315.00	\$2.00	\$378.00	\$2.00
3-Year	SPR23	\$276.00	\$2.00	\$322.00	\$2.00
5-Year	SPR25	\$192.00	\$2.00	\$224.00	\$2.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$600.00	\$2.00	\$720.00	\$2.00
3-Year	SPR43	\$540.00	\$2.00	\$630.00	\$2.00
5-Year	SPR45	\$360.00	\$2.00	\$420.00	\$2.00

<u>OC12c Ports</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber					
Month-to-Month	SPR2M	\$365.00	\$2.00	\$438.00	\$2.00
3-Year	SPR23	\$288.00	\$2.00	\$336.00	\$2.00
5-Year	SPR25	\$216.00	\$2.00	\$252.00	\$2.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$700.00	\$2.00	\$840.00	\$2.00
3-Year	SPR43	\$558.00	\$2.00	\$651.00	\$2.00
5-Year	SPR45	\$390.00	\$2.00	\$455.00	\$2.00

<u>OC48 Ports</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber					
Month-to-Month	SPR2M	\$525.00	\$3.00	\$630.00	\$3.00
3-Year	SPR23	\$495.00	\$3.00	\$585.00	\$3.00
5-Year	SPR25	\$360.00	\$3.00	\$420.00	\$3.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$1,050.00	\$3.00	\$1,260.00	\$3.00
3-Year	SPR43	\$990.00	\$3.00	\$1,170.00	\$3.00
5-Year	SPR45	\$720.00	\$3.00	\$840.00	\$3.00

<u>OC48c Ports</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber					
Month-to-Month	SPR2M	\$550.00	\$3.00	\$600.00	\$3.00
3-Year	SPR23	\$523.00	\$3.00	\$618.00	\$3.00
5-Year	SPR25	\$390.00	\$3.00	\$455.00	\$3.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$1,100.00	\$3.00	\$1,300.00	\$3.00
3-Year	SPR43	\$1,045.00	\$3.00	\$1,235.00	\$3.00
5-Year	SPR45	\$780.00	\$3.00	\$910.00	\$3.00

OC192 Ports

		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber					
Month-to-Month	SPR2M	\$2,000.00	\$1.00	\$2,250.00	\$1.00
3-Year	SPR23	\$1,680.00	\$1.00	\$1,890.00	\$1.00
5-Year	SPR25	\$1,440.00	\$1.00	\$1,620.00	\$1.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$4,000.00	\$1.00	\$4,500.00	\$1.00
3-Year	SPR43	\$3,360.00	\$1.00	\$3,780.00	\$1.00
5-Year	SPR45	\$2,880.00	\$1.00	\$3,240.00	\$1.00

OC192c Ports

		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber					
Month-to-Month	SPR2M	\$2,160.00	\$1.00	\$2,430.00	\$1.00
3-Year	SPR23	\$1,840.00	\$1.00	\$2,070.00	\$1.00
5-Year	SPR25	\$1,600.00	\$1.00	\$1,800.00	\$1.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$4,160.00	\$1.00	\$4,680.00	\$1.00
3-Year	SPR43	\$3,520.00	\$1.00	\$3,960.00	\$1.00
5-Year	SPR45	\$3,040.00	\$1.00	\$3,420.00	\$1.00

III. Special Access IOF Mileage**OC3, OC3c or STM1**

		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>
Basic					
Month-to-Month	1H6OS	\$1,313.00	\$231.00	\$1,575.00	\$277.00
3-Year	1H6SS	\$1,271.00	\$194.00	\$1,502.00	\$200.00
5-Year	1H65S	\$1,140.00	\$107.00	\$1,330.00	\$125.00
W/FPD					
Month-to-Month	1H6RS	\$1,313.00	\$243.00	\$1,575.00	\$291.00
3-Year	1H6TS	\$1,271.00	\$208.00	\$1,502.00	\$242.00
5-Year	1H66S	\$1,140.00	\$119.00	\$1,330.00	\$139.00

<u>OC12 or OC12c</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
Basic	<u>USOC</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>
Month-to-Month	1H6OS	\$3,000.00	\$575.00	\$3,600.00	\$575.00
3-Year	1H6SS	\$2,750.00	\$425.00	\$3,500.00	\$425.00
5-Year	1H65S	\$2,100.00	\$270.00	\$2,450.00	\$300.00
W/FPD					
Month-to-Month	1H6RS	\$3,000.00	\$650.00	\$3,600.00	\$650.00
3-Year	1H6TS	\$2,750.00	\$500.00	\$3,500.00	\$500.00
5-Year	1H66S	\$2,100.00	\$315.00	\$2,450.00	\$368.00

<u>OC48 or OC48c</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
Basic	<u>USOC</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>
Month-to-Month	1H6OS	\$5,445.00	\$1,475.00	\$6,534.00	\$1,770.00
3-Year	1H6SS	\$5,157.00	\$1,410.00	\$6,017.00	\$1,645.00
5-Year	1H65S	\$3,780.00	\$813.00	\$4,410.00	\$875.00
W/FPD					
Month-to-Month	1H6RS	\$5,445.00	\$1,625.00	\$6,534.00	\$1,950.00
3-Year	1H6TS	\$5,157.00	\$1,560.00	\$6,017.00	\$1,820.00
5-Year	1H66S	\$3,780.00	\$897.00	\$4,410.00	\$966.00

<u>OC192 or OC192c</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
Basic	<u>USOC</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>
Month-to-Month	1H6OS	\$12,720.00	\$2,360.00	\$14,310.00	\$2,655.00
3-Year	1H6SS	\$10,400.00	\$1,880.00	\$11,700.00	\$2,115.00
5-Year	1H65S	\$8,625.00	\$1,000.00	\$10,350.00	\$1,125.00
W/FPD					
Month-to-Month	1H6RS	\$12,720.00	\$2,600.00	\$14,310.00	\$2,925.00
3-Year	1H6TS	\$10,400.00	\$2,080.00	\$11,700.00	\$2,340.00
5-Year	1H66S	\$8,625.00	\$1,104.00	\$10,350.00	\$1,242.00

IV. Special Access Multiplexing Node

Per Node

<u>OC3</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	MNHAX	\$1,114.00	\$1,599.00	\$1,337.00	\$1,599.00
3-Year	MNHA3	\$1,055.00	\$1,599.00	\$1,231.00	\$1,599.00
5-Year	MNHA5	\$774.00	\$1,599.00	\$903.00	\$1,599.00

VZB IBT New Connect Final

VERIZON PROPRIETARY AND CONFIDENTIAL
IBT 2007 New Connect - Verizon/VzB

3/2/2007

OC12

		Level A LATAs 128, 132 & 224		Level B All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	MNHAX	\$1,972.00	\$1,599.00	\$2,366.00	\$1,599.00
3-Year	MNHA3	\$1,855.00	\$1,599.00	\$2,164.00	\$1,599.00
5-Year	MNHA5	\$1,343.00	\$1,599.00	\$1,567.00	\$1,599.00

OC48

		Level A LATAs 128, 132 & 224		Level B All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	MNHAX	\$5,329.00	\$1,599.00	\$6,395.00	\$1,599.00
3-Year	MNHA3	\$4,579.00	\$1,599.00	\$5,342.00	\$1,599.00
5-Year	MNHA5	\$2,762.00	\$1,599.00	\$2,993.00	\$1,599.00

V. Special Access Multiplexing Low Speed Ports**Per Port****OC3 Ports**

		Level A LATAs 128, 132 & 224		Level B All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber					
Month-to-Month	SPR2M	\$142.00	\$1.00	\$170.00	\$1.00
3-Year	SPR23	\$127.00	\$1.00	\$150.00	\$1.00
5-Year	SPR25	\$96.00	\$1.00	\$112.00	\$1.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$263.00	\$1.00	\$315.00	\$1.00
3-Year	SPR43	\$248.00	\$1.00	\$293.00	\$1.00
5-Year	SPR45	\$180.00	\$1.00	\$210.00	\$1.00

OC3c or STM1

		Level A LATAs 128, 132 & 224		Level B All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber					
Month-to-Month	SPR2M	\$168.00	\$1.00	\$202.00	\$1.00
3-Year	SPR23	\$156.00	\$1.00	\$182.00	\$1.00
5-Year	SPR25	\$108.00	\$1.00	\$126.00	\$1.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$315.00	\$1.00	\$378.00	\$1.00
3-Year	SPR43	\$288.00	\$1.00	\$336.00	\$1.00
5-Year	SPR45	\$192.00	\$1.00	\$224.00	\$1.00

OC12		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber					
Month-to-Month	SPR2M	\$315.00	\$2.00	\$378.00	\$2.00
3-Year	SPR23	\$276.00	\$2.00	\$322.00	\$2.00
5-Year	SPR25	\$192.00	\$2.00	\$224.00	\$2.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$600.00	\$2.00	\$720.00	\$2.00
3-Year	SPR43	\$540.00	\$2.00	\$630.00	\$2.00
5-Year	SPR45	\$360.00	\$2.00	\$420.00	\$2.00

OC12c		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber					
Month-to-Month	SPR2M	\$365.00	\$2.00	\$438.00	\$2.00
3-Year	SPR23	\$288.00	\$2.00	\$336.00	\$2.00
5-Year	SPR25	\$216.00	\$2.00	\$252.00	\$2.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$700.00	\$2.00	\$840.00	\$2.00
3-Year	SPR43	\$558.00	\$2.00	\$651.00	\$2.00
5-Year	SPR45	\$390.00	\$2.00	\$455.00	\$2.00

VI. Additional Charges

VI.1 Service Rearrangements

a. Fiber Interface Rearrangement

Special access	<u>USOC</u>	<u>Nonrecurring Charge</u>
2-Fiber to 4-Fiber (or vice versa, per interface)	NRMP6	\$347.00

b. Multiplexing Node Mapping Rearrangement

special access		
Per Multiplexing Node	NRMP7	\$1,599.00

VI.2 Inside Move

	<u>USOC</u>	<u>Nonrecurring Charge</u>
<u>Per Circuit Moved</u>	NRBSV	\$1,599.00

VI.3 Cancellation Charges

IBT Cancellation Charges For Connecticut, New York, Maine, Massachusetts, New Hampshire, Rhode Island & Vermont							
Critical Date	APP	SID	DLRD	RID	WOT	PTD	DD
OC3/OC3c	\$0	\$364	\$910	\$1820	\$2,730	\$3,640	\$3,640
OC12/OC12c	\$0	\$364	\$910	\$1820	\$2,730	\$3,640	\$3,640
OC48/OC48c	\$0	\$364	\$910	\$1820	\$2,730	\$3,640	\$3,640
OC192/OC192c	\$0	\$364	\$14,020	\$28,040	\$28,040	\$28,040	\$28,040

IBT Cancellation Charges For DC, Delaware, Maryland, New Jersey, Pennsylvania, Virginia, & West Virginia							
Critical Date	APP	SID	DLRD	RID	WOT	PTD	DD
OC3/OC3c	\$0	\$364	\$3,640	\$3,640	\$3,640	\$3,640	\$3,640
OC12/OC12c	\$0	\$364	\$3,640	\$3,640	\$3,640	\$3,640	\$3,640
OC48/OC48c	\$0	\$364	\$3,640	\$3,640	\$3,640	\$3,640	\$3,640
OC192/OC192c	\$0	\$364	\$14,020	\$28,040	\$28,040	\$28,040	\$28,040

Critical Dates:

APP: Application Date

SID: Scheduled Issue Date

DLRD: Design Layout Report Date

RID: Records Issue Date

WOT: Wired and Office Tested Date

PTD: Plant Test Date

DD: Service Date (due date)

Exhibit B
IBT Month-To-Month Rates

I. Special Access Channel Terminations

<u>OC3, OC3c or STM1</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
Basic -	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	TZGOX	\$4,597.00	\$1.00	\$4,597.00	\$1.00
W/FPD					
Month-to-Month	TZGRX	\$5,150.00	\$1.00	\$5,150.00	\$1.00

<u>OC12/OC12c</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
Basic	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	TZGOX	\$9,800.00	\$2.00	\$9,800.00	\$2.00
W/FPD					
Month-to-Month	TZGRX	\$10,500.00	\$2.00	\$10,500.00	\$2.00

<u>OC48/OC48c</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
Basic	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	TZGOX	\$11,000.00	\$3.00	\$11,000.00	\$3.00
W/FPD					
Month-to-Month	TZGRX	\$11,850.00	\$3.00	\$11,850.00	\$3.00

<u>OC192/OC192c</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
Basic	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	TZGOX	\$22,000.00	\$4.00	\$22,000.00	\$4.00
W/FPD					
Month-to-Month	TZGRX	\$23,700.00	\$4.00	\$23,700.00	\$4.00

II. Special Access Ports

OC3 Ports

		Level A LATAs 128, 132 & 224		Level B All Other LATAs	
		<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber	<u>USOC</u>				
Month-to-Month	SPR2M	\$283.00	\$1.00	\$283.000	\$1.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$525.00	\$1.00	\$525.00	\$1.00

OC3c or STM1 Ports

		Level A LATAs 128, 132 & 224		Level B All Other LATAs	
		<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber	<u>USOC</u>				
Month-to-Month	SPR2M	\$336.00	\$1.00	\$336.00	\$1.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$630.00	\$1.00	\$630.00	\$1.00

OC12 Ports

		Level A LATAs 128, 132 & 224		Level B All Other LATAs	
		<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber	<u>USOC</u>				
Month-to-Month	SPR2M	\$630.00	\$2.00	\$630.00	\$2.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$1,250.00	\$2.00	\$1,250.00	\$2.00

OC12c Ports

		Level A LATAs 128, 132 & 224		Level B All Other LATAs	
		<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber	<u>USOC</u>				
Month-to-Month	SPR2M	\$730.00	\$2.00	\$730.00	\$2.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$1,400.00	\$2.00	\$1,400.00	\$2.00

OC48 Ports

		Level A LATAs 128, 132 & 224		Level B All Other LATAs	
		<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber	<u>USOC</u>				
Month-to-Month	SPR2M	\$1,050.00	\$3.00	\$1,050.00	\$3.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$2,100.00	\$3.00	\$2,100.00	\$3.00

OC48c Ports

		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber					
Month-to-Month	SPR2M	\$1,100.00	\$3.00	\$1,100.00	\$3.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$2,200.00	\$3.00	\$2,200.00	\$3.00

OC192 Ports

		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber					
Month-to-Month	SPR2M	\$2,500.00	\$1.00	\$2,500.00	\$1.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$5,000.00	\$1.00	\$5,000.00	\$1.00

OC192c Ports

		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber					
Month-to-Month	SPR2M	\$2,700.00	\$1.00	\$2,700.00	\$1.00
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$5,200.00	\$1.00	\$5,200.00	\$1.00

III. Special Access IOF Mileage**OC3, OC3c or STM1**

		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>
Basic					
Month-to-Month	1H6OS	\$2,625.00	\$462.00	\$2,625.00	\$462.00
W/FPD					
Month-to-Month	1H6RS	\$2,625.00	\$485.00	\$2,625.00	\$485.00

OC12 or OC12c

		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>
Basic					
Month-to-Month	1H6OS	\$6,000.00	\$1,160.00	\$6,000.00	\$1,160.00
W/FPD					
Month-to-Month	1H6RS	\$6,000.00	\$1,475.00	\$6,000.00	\$1,475.00

<u>OC48 or OC48c</u>		Level A LATAs 128, 132 & 224		Level B All Other LATAs	
Basic	<u>USOC</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>
Month-to-Month	1H6OS	\$10,890.00	\$2,950.00	\$10,890.00	\$2,950.00
W/FPD					
Month-to-Month	1H6RS	\$10,890.00	\$3,250.00	\$10,890.00	\$3,250.00

<u>OC192 or OC192c</u>		Level A LATAs 128, 132 & 224		Level B All Other LATAs	
Basic	<u>USOC</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>	<u>Mo. Fixed</u>	<u>Per Mile</u>
Month-to-Month	1H6OS	\$15,900.00	\$2,950.00	\$15,900.00	\$2,950.00
W/FPD					
Month-to-Month	1H6RS	\$15,900.00	\$3,250.00	\$15,900.00	\$3,250.00

IV. Special Access Multiplexing Node

Per Node

<u>OC3</u>		Level A LATAs 128, 132 & 224		Level B All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	MNHAX	\$2,228.00	\$1,599.00	\$2,228.00	\$1,599.00

<u>OC12</u>		Level A LATAs 128, 132 & 224		Level B All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	MNHAX	\$3,943.00	\$1,599.00	\$3,943.00	\$1,599.00

<u>OC48</u>		Level A LATAs 128, 132 & 224		Level B All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Month-to-Month	MNHAX	\$10,658.00	\$1,599.00	\$10,658.00	\$1,599.00

V. Special Access Multiplexing Low Speed Ports

Per Port

<u>OC3 Ports</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber	SPR2M	\$283.00	\$1.00	\$283.00	\$1.00
Month-to-Month					
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$525.00	\$1.00	\$525.00	\$1.00

<u>OC3c or STM1</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber	SPR2M	\$336.00	\$1.00	\$336.00	\$1.00
Month-to-Month					
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$630.00	\$1.00	\$630.00	\$1.00

<u>OC12</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber	SPR2M	\$630.00	\$2.00	\$630.00	\$2.00
Month-to-Month					
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$1,250.00	\$2.00	\$1,250.00	\$2.00

<u>OC12c</u>		Level A		Level B	
		LATAs 128, 132 & 224		All Other LATAs	
	<u>USOC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
2 Fiber	SPR2M	\$730.00	\$2.00	\$730.00	\$2.00
Month-to-Month					
4 Fiber 1 + 1					
Month-to-Month	SPR4M	\$1,400.00	\$2.00	\$1,400.00	\$2.00

VI. Additional Charges

VI.1 Service Rearrangements

a. Fiber Interface Rearrangement

	<u>USOC</u>	Nonrecurring <u>Charge</u>
Special access		
2-Fiber to 4-Fiber (or vice versa, per interface)	NRMP6	\$347.00

b. Multiplexing Node Mapping Rearrangement

Special Access

Per Multiplexing Node	NRMP7	\$1,599.00
-----------------------	-------	------------

VI.2 Inside Move

Special Access

<u>Per Circuit Moved</u>	<u>USOC</u> NRBSV	Nonrecurring <u>Charge</u> \$1,599.00
--------------------------	----------------------	---

MAR-08-2007 17:20 From:UC32W437-MMulti

By: [Signature]
Printed: Scott C. Pierce
Title: Executive Director - Alliance Management
Date: March 6, 2007

By: [Signature]
Printed: Quintin Lew
Title: Vice President
Date: March 8, 2007

Bell Atlantic Communications, Inc. d/b/a
Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon
Enterprise Solutions

Verizon Select Services Inc.

By: _____
Printed: Vincent J. Woodbury
Title: Vice President - Bell Atlantic
Communications, Inc. d/b/a Verizon Long
Distance, NYNEX Long Distance Service d/b/a
Verizon Enterprise Solutions, and Verizon Select
Services Inc.
Date:

Verizon Operating Telephone Companies:

Verizon Delaware LLC.
Verizon Maryland Inc.
Verizon New England Inc.
Verizon New Jersey Inc.
Verizon New York Inc.
Verizon Pennsylvania Inc.
Verizon Virginia Inc.
Verizon Washington, DC Inc.
Verizon West Virginia Inc.

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule as of the Product Schedule Effective Date.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1.1

By: _____
Printed: Scott C. Pierce
Title: Executive Director - Alliance Management
Date:

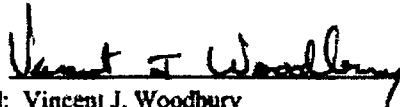
Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below.

By: _____
Printed: Quintin Lew
Title: Vice President
Date:

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: 
Printed: Vincent J. Woodbury
Title: Vice President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Verizon Select Services Inc.
Date:

Verizon Operating Telephone Companies:

Verizon Delaware LLC.
Verizon Maryland Inc.
Verizon New England Inc.
Verizon New Jersey Inc.
Verizon New York Inc.
Verizon Pennsylvania Inc.
Verizon Virginia Inc.
Verizon Washington, DC Inc.
Verizon West Virginia Inc.

**Attachment 7 – Description of Pricing and Services for
Custom Connect**

This Attachment 7 (Description of Pricing and Services for Custom Connect) (this **Product Schedule**) is entered into as of the date of last signature by a Party (the **Product Schedule Effective Date**) by and among Verizon Business Network Services, Inc. (“VBNS”), on behalf of Verizon Global Networks Inc. and the former MCI Affiliates identified on Attachment 1.1 hereto, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance (“VLD”), NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions (“VES”), and Verizon Select Services Inc. (“VSSI”), on the other hand (VBNS, VLD, VES, and VSSI are hereinafter referred to collectively as “**Customer**”) (each individually, a “Party,” and collectively, the “Parties”) and Verizon Services Corp. on behalf of the Verizon operating telephone companies set forth on the signature page to this Product Schedule (individually and collectively, **Verizon**). This Product Schedule is attached to that certain Master Services Agreement (**Agreement**), dated as of March __, 2007, by and among the Parties, and made a part thereof. All capitalized terms not otherwise defined in this Product Schedule, Product Guide, or in the Agreement shall have the meanings set forth in Verizon’s Tariffs FCC Nos. 14 and 16 (individually, **Tariff**, and collectively, **Tariffs**), as applicable.

1. Service Description

- 1.1. **General Description:** Verizon’s Custom Connect (the **Service**) is a high speed, synchronous, optical fiber-based, full duplex data transmission service. Custom Connect is available as a point-to-point non-channelized service (Basic Custom Connect), a multiplexed point-to-point service (Muxed Custom Connect) and a dedicated ring service (Custom Connect Ring)¹. Basic Custom Connect, Muxed Custom Connect, and Custom Connect Ring are together referred to as Custom Connect. Basic Custom Connect and Muxed Custom Connect are provisioned over Verizon’s shared SONET network. Custom Connect Ring is provided over dedicated facilities and equipment. Custom Connect provides Customer with SONET-based broadband access transport in capacities/transmission speeds of OC3 through OC192. Custom Connect can be used to connect a Customer designated Premises to another Customer designated Premises, or to connect to other Verizon services. A full description of the Service is set forth in the Product Guide (defined below).
- 1.2. **Product Guide for the Service:** To the extent not inconsistent with the provisions of this Product Schedule or the Agreement, the complete description of the Service and all terms and conditions for the Service are contained in the “Custom Connect Product Guide” (**Product Guide**) which is incorporated herein by reference and attached to this Product Schedule. The Product Guide contains a comprehensive description of the Service for use by Customer, including without limitation for the following reasons: (i) in connection with its initial review and analysis of the Service; (ii) in making a decision as to whether or not to enter into negotiations for the Service to satisfy its particular business needs; (iii) in maintaining its Service in the most advantageous manner; and (iv) in staying abreast of enhancements or other modifications to the Service.

¹ Custom Connect Ring is provided on a grandfathered basis as specified in the Product Guide (as defined below).

- 1.3 **Changes to the Product Guide:** Subject in all respects to the terms and conditions of this Product Schedule and the Agreement, Verizon in its sole discretion shall have the right to change terms set forth in the Product Guide. In accordance with Section 25 (Notices) of the Agreement, Verizon shall provide notice of any change to the Product Guide, and such changed Product Guide shall be the Product Guide as defined herein, and such changed Product Guide shall apply to all existing and new Services provided to Customer pursuant to the Agreement, the Product Guide and this Product Schedule from the date of such change to the Product Guide.

If Verizon makes significant and material changes to the Product Guide without the agreement of Customer and, as a direct result of such changes, Customer's ability to obtain the Services covered by this Attachment 7 are significantly and materially affected, Customer will be permitted to cancel the Services affected by the changes.

- 1.4 **Tariffed Custom Connect and New Purchases of the Services:**

The Parties hereby agree as follows:

(a) *New Purchases of Custom Connect Services:* As of the Product Schedule Effective Date, Customer shall not place any new orders for Custom Connect Services which are offered pursuant to the Tariffs (including such services offered pursuant to contract tariff options, individual case basis tariffs, specialized service arrangements, and all other tariffed arrangements) (collectively, **Tariffed Service(s)**). Customer shall place all new orders for the Service pursuant to the terms and conditions of this Product Schedule, the Product Guide and the Agreement.

(b) *Conversion of Existing Tariffed Service(s) to Custom Connect Services:* Tariffed Service(s) purchased prior to the Product Schedule Effective Date shall, as of the Product Schedule Effective Date, be provided pursuant to the terms of this Product Schedule and the Agreement. At Customer's option, Customer may either: (a) convert its Tariffed Service(s) to Custom Connect under this Agreement with the existing Commitment Period, on the terms and conditions, including the rates and charges, set forth in this Product Schedule and the Product Guide; or (b) convert its Tariffed Service(s) to Custom Connect Service under this Agreement and subscribe to a new Commitment Period of equal or longer length than the Commitment Period for the Tariffed Service, on the terms and conditions, including the rates and charges, set forth in this Product Schedule and the Product Guide.

(c) *Orders in Progress:* Any orders previously placed under the Tariffs for Tariffed Service(s) shall, as of the Product Schedule Effective Date, be governed by the terms of this Agreement, and Customer acknowledges and agrees that any and all amounts and obligations owed to Verizon on or after the Product Schedule Effective Date for Tariffed Service(s) provisioned or orders placed under Tariff shall be due and owing under this Product Schedule and be governed by the terms and conditions of this Agreement as if such Tariffed Service or orders for Tariffed Service had been provisioned or placed under the Agreement.

2. **Rates and Charges.** Together with the charges set forth in the Product Guide, the Agreement, or incorporated by reference therein, the rates and charges for the Service are set forth below.
- 2.1. For Custom Connect Services purchased in the operating territories of Verizon telephone companies Tariff FCC No. 14, the monthly recurring rates and nonrecurring charges in Sections 2.4 through 2.10 and 2.18 apply.
- 2.2. For Custom Connect Services purchased in the operating territories of Verizon telephone companies Tariff FCC No. 16, the monthly recurring rates and nonrecurring charges in Sections 2.11 through 2.18 apply.
- 2.3. The rates and charges set forth below apply to both Price Band and N-MSA rates and charges.
- 2.4. For Custom Connect Services purchased prior to the Product Schedule Effective Date pursuant to a Contract Tariff Option specified in Section 3 following, the applicable rates and charges for those Contract Tariff Options will apply to such Custom Connect Services in lieu of those set forth in this Section 2.
- 2.5. CO Node

2.5.1. CO Node – OC3

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(CN3C1)	(CN3C3)	(CN3C5)	(CN3C7)
(Switched USOC)		(S3NV1)	(S3NV3)	(S3NV5)	(S3NV7)
<u>Jurisdiction</u>					
California	\$1,500.00	\$900.00	\$870.00	\$825.00	\$775.00
Florida	1,500.00	1,000.00	900.00	850.00	800.00
Idaho	1,500.00	1,000.00	900.00	850.00	800.00
Illinois	1,500.00	1,000.00	900.00	850.00	800.00
Indiana	1,500.00	1,000.00	900.00	850.00	800.00
Michigan	1,500.00	1,000.00	900.00	850.00	825.00
North Carolina	1,500.00	1,000.00	900.00	850.00	800.00
Ohio	1,500.00	1,000.00	900.00	850.00	825.00
Oregon	1,500.00	925.00	875.00	825.00	775.00
Pennsylvania	1,500.00	1,000.00	900.00	850.00	800.00
South Carolina	1,500.00	1,000.00	900.00	850.00	800.00
Texas	1,500.00	1,000.00	900.00	850.00	800.00
Virginia	1,500.00	1,000.00	900.00	850.00	800.00
Washington	1,500.00	1,000.00	900.00	850.00	800.00
Wisconsin	1,500.00	1,000.00	900.00	850.00	800.00

2.5.2. CO Node - OC12

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC) (Switched USOC)		(CN3C1) (S3NV1)	(CN3C3) (S3NV3)	(CN3C5) (S3NV5)	(CN3C7) (S3NV7)
<u>Jurisdiction</u>					
California	\$3,000.00	\$2,150.00	\$2,025.00	\$1,975.00	\$1,925.00
Florida	3,000.00	2,300.00	2,200.00	2,100.00	2,000.00
Idaho	3,000.00	2,300.00	2,200.00	2,100.00	2,000.00
Illinois	3,000.00	2,250.00	2,150.00	2,050.00	1,975.00
Indiana	3,000.00	2,250.00	2,150.00	2,050.00	1,975.00
Michigan	3,000.00	2,300.00	2,200.00	2,100.00	2,000.00
North Carolina	3,000.00	2,250.00	2,150.00	2,050.00	1,975.00
Ohio	3,000.00	2,300.00	2,200.00	2,100.00	2,000.00
Oregon	3,000.00	2,125.00	2,025.00	1,975.00	1,925.00
Pennsylvania	3,000.00	2,300.00	2,200.00	2,100.00	2,000.00
South Carolina	3,000.00	2,300.00	2,200.00	2,100.00	2,000.00
Texas	3,000.00	2,300.00	2,200.00	2,100.00	2,000.00
Virginia	3,000.00	2,300.00	2,200.00	2,100.00	2,000.00
Washington	3,000.00	2,250.00	2,150.00	2,050.00	1,975.00
Wisconsin	3,000.00	2,300.00	2,200.00	2,100.00	2,000.00

2.5.3. CO Node - OC48

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC) (Switched USOC)		(CN3C1) (S3NV1)	(CN3C3) (S3NV3)	(CN3C5) (S3NV5)	(CN3C7) (S3NV7)
<u>Jurisdiction</u>					
California	\$3,000.00	\$4,300.00	\$4,125.00	\$3,975.00	\$3,825.00
Florida	3,000.00	4,500.00	4,300.00	4,100.00	3,900.00
Idaho	3,000.00	4,500.00	4,300.00	4,100.00	3,900.00
Illinois	3,000.00	4,500.00	4,300.00	4,100.00	3,900.00
Indiana	3,000.00	4,500.00	4,300.00	4,100.00	3,900.00
Michigan	3,000.00	4,500.00	4,300.00	4,100.00	3,900.00
North Carolina	3,000.00	4,500.00	4,300.00	4,100.00	3,900.00
Ohio	3,000.00	4,500.00	4,300.00	4,100.00	3,900.00
Oregon	3,000.00	4,325.00	4,125.00	3,975.00	3,825.00
Pennsylvania	3,000.00	4,500.00	4,300.00	4,100.00	3,900.00
South Carolina	3,000.00	4,500.00	4,300.00	4,100.00	3,900.00
Texas	3,000.00	4,500.00	4,300.00	4,100.00	3,900.00
Virginia	3,000.00	4,500.00	4,300.00	4,100.00	3,900.00
Washington	3,000.00	4,500.00	4,300.00	4,100.00	3,900.00
Wisconsin	3,000.00	4,500.00	4,300.00	4,100.00	3,900.00

2.5.4. CO Node – OC192

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington and Wisconsin

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(CN3C1)	(CN3C3)	(CN3C5)	(CN3C7)
(Switched USOC)		(S3NV1)	(S3NV3)	(S3NV5)	(S3NV7)
OC192	\$6000.00	\$11,250.00	\$10,750.00	\$10,250.00	\$9,750.00

2.6. SONET Premises Node

2.6.1. SONET Premises Node – OC3

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)			(SSLX3)	(SSLX5)	(SSLX7)
(Switched USOC)			(SS6X3)	(SS6X5)	(SS6X7)
<u>Jurisdiction</u>					
California	\$1.00	\$900.00	\$870.00	\$825.00	\$775.00
Florida	1.00	1,000.00	900.00	850.00	800.00
Idaho	1.00	1,000.00	900.00	850.00	800.00
Illinois	1.00	1,000.00	900.00	850.00	800.00
Indiana	1.00	1,000.00	900.00	850.00	800.00
Michigan	1.00	1,000.00	900.00	850.00	825.00
North Carolina	1.00	1,000.00	900.00	850.00	800.00
Ohio	1.00	1,000.00	900.00	850.00	825.00
Oregon	1.00	925.00	875.00	825.00	775.00
Pennsylvania	1.00	1,000.00	900.00	850.00	800.00
South Carolina	1.00	1,000.00	900.00	850.00	800.00
Texas	1.00	1,000.00	900.00	850.00	800.00
Virginia	1.00	1,000.00	900.00	850.00	800.00
Washington	1.00	1,000.00	900.00	850.00	800.00
Wisconsin	1.00	1,000.00	900.00	850.00	800.00

2.6.2. SONET Premises Node - OC12

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)			(SSLX3)	(SSLX5)	(SSLX7)
(Switched USOC)			(SS6X3)	(SS6X5)	(SS6X7)
<u>Jurisdiction</u>					
California	\$1.00	\$2,150.00	\$2,025.00	\$1,975.00	\$1,925.00
Florida	1.00	2,300.00	2,200.00	2,100.00	2,000.00
Idaho	1.00	2,300.00	2,200.00	2,100.00	2,000.00
Illinois	1.00	2,250.00	2,150.00	2,050.00	1,975.00
Indiana	1.00	2,250.00	2,150.00	2,050.00	1,975.00
Michigan	1.00	2,300.00	2,200.00	2,100.00	2,000.00
North Carolina	1.00	2,250.00	2,150.00	2,050.00	1,975.00
Ohio	1.00	2,300.00	2,200.00	2,100.00	2,000.00
Oregon	1.00	2,125.00	2,025.00	1,975.00	1,925.00
Pennsylvania	1.00	2,300.00	2,200.00	2,100.00	2,000.00
South Carolina	1.00	2,300.00	2,200.00	2,100.00	2,000.00
Texas	1.00	2,300.00	2,200.00	2,100.00	2,000.00
Virginia	1.00	2,300.00	2,200.00	2,100.00	2,000.00
Washington	1.00	2,250.00	2,150.00	2,050.00	1,975.00
Wisconsin	1.00	2,300.00	2,200.00	2,100.00	2,000.00

2.6.3. SONET Premises Node - OC48

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)			(SSLX3)	(SSLX5)	(SSLX7)
(Switched USOC)			(SS6X3)	(SS6X5)	(SS6X7)
<u>Jurisdiction</u>					
California	\$1.00	\$4,300.00	\$4,125.00	\$3,975.00	\$3,825.00
Florida	1.00	4,500.00	4,300.00	4,100.00	3,900.00
Idaho	1.00	4,500.00	4,300.00	4,100.00	3,900.00
Illinois	1.00	4,500.00	4,300.00	4,100.00	3,900.00
Indiana	1.00	4,500.00	4,300.00	4,100.00	3,900.00
Michigan	1.00	4,500.00	4,300.00	4,100.00	3,900.00
North Carolina	1.00	4,500.00	4,300.00	4,100.00	3,900.00
Ohio	1.00	4,500.00	4,300.00	4,100.00	3,900.00
Oregon	1.00	4,325.00	4,125.00	3,975.00	3,825.00
Pennsylvania	1.00	4,500.00	4,300.00	4,100.00	3,900.00
South Carolina	1.00	4,500.00	4,300.00	4,100.00	3,900.00
Texas	1.00	4,500.00	4,300.00	4,100.00	3,900.00
Virginia	1.00	4,500.00	4,300.00	4,100.00	3,900.00
Washington	1.00	4,500.00	4,300.00	4,100.00	3,900.00
Wisconsin	1.00	4,500.00	4,300.00	4,100.00	3,900.00

2.7. CDL Links

2.7.1. CDL Link Single Route with Premise Multiplexer – OC3

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAS)	(NYABS)	(NYACS)	(NYADS)
(Switched USOC)		(NYAES)	(NYAFS)	(NYAGS)	(NYAHS)
<u>Jurisdiction</u>					
California	\$3,000.00	\$950.00	\$900.00	\$875.00	\$825.00
Florida	3,000.00	1,190.00	1,100.00	1,050.00	1,000.00
Idaho	3,000.00	1,190.00	1,100.00	1,050.00	1,000.00
Illinois	3,000.00	1,075.00	1,000.00	950.00	900.00
Indiana	3,000.00	1,075.00	1,000.00	950.00	900.00
Michigan	3,000.00	1,190.00	1,100.00	1,050.00	1,000.00
North Carolina	3,000.00	1,075.00	1,000.00	950.00	900.00
Ohio	3,000.00	1,190.00	1,100.00	1,050.00	1,000.00
Oregon	3,000.00	975.00	900.00	850.00	800.00
Pennsylvania	3,000.00	1,190.00	1,100.00	1,050.00	1,000.00
South Carolina	3,000.00	1,190.00	1,100.00	1,050.00	1,000.00
Texas	3,000.00	1,190.00	1,100.00	1,050.00	1,000.00
Virginia	3,000.00	1,190.00	1,100.00	1,050.00	1,000.00
Washington	3,000.00	1,075.00	1,000.00	950.00	900.00
Wisconsin	3,000.00	1,190.00	1,100.00	1,050.00	1,000.00

2.7.2. CDL Link Single Route with Premise Fiber Meet - OC3

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAJ)	(NYABJ)	(NYACJ)	(NYADJ)
(Switched USOC)		(NYAEJ)	(NYAFJ)	(NYAGJ)	(NYAHJ)
<u>Jurisdiction</u>					
California	\$1,500.00	\$620.00	\$595.00	\$570.00	\$545.00
Florida	1,500.00	700.00	650.00	620.00	600.00
Idaho	1,500.00	700.00	650.00	620.00	600.00
Illinois	1,500.00	650.00	620.00	600.00	580.00
Indiana	1,500.00	650.00	620.00	600.00	580.00
Michigan	1,500.00	700.00	650.00	620.00	600.00
North Carolina	1,500.00	650.00	620.00	600.00	580.00
Ohio	1,500.00	700.00	650.00	620.00	600.00
Oregon	1,500.00	630.00	595.00	570.00	545.00
Pennsylvania	1,500.00	700.00	650.00	620.00	600.00
South Carolina	1,500.00	700.00	650.00	620.00	600.00
Texas	1,500.00	700.00	650.00	620.00	600.00
Virginia	1,500.00	700.00	650.00	620.00	600.00
Washington	1,500.00	650.00	620.00	600.00	580.00
Wisconsin	1,500.00	700.00	650.00	620.00	600.00

2.7.3. CDL Link Single Route Concatenated/Non-concatenated - OC3c/OC3

(Special USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (RSACE)	<u>Three Year Monthly Rate</u> (RSACF)	<u>Five Year Monthly Rate</u> (RSACG)	<u>Seven Year Monthly Rate</u> (RSACH)
<u>Jurisdiction</u>					
California	\$6,000.00	\$3,050.00	\$2,950.00	\$2,800.00	\$2,750.00
Florida	6,000.00	3,500.00	3,200.00	3,050.00	2,900.00
Idaho	6,000.00	3,500.00	3,200.00	3,050.00	2,900.00
Illinois	6,000.00	3,300.00	3,150.00	2,950.00	2,800.00
Indiana	6,000.00	3,300.00	3,150.00	2,950.00	2,800.00
Michigan	6,000.00	3,500.00	3,200.00	3,050.00	2,900.00
North Carolina	6,000.00	3,300.00	3,150.00	2,950.00	2,800.00
Ohio	6,000.00	3,500.00	3,200.00	3,050.00	2,900.00
Oregon	6,000.00	3,075.00	2,875.00	2,725.00	2,575.00
Pennsylvania	6,000.00	3,500.00	3,200.00	3,050.00	2,900.00
South Carolina	6,000.00	3,500.00	3,200.00	3,050.00	2,900.00
Texas	6,000.00	3,500.00	3,200.00	3,050.00	2,900.00
Virginia	6,000.00	3,500.00	3,200.00	3,050.00	2,900.00
Washington	6,000.00	3,300.00	3,150.00	2,950.00	2,800.00
Wisconsin	6,000.00	3,500.00	3,200.00	3,050.00	2,900.00

2.7.4. CDL Link Single Route with Premise Multiplexer - OC12

(Special USOC) (Switched USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (NYAAS) (NYAES)	<u>Three Year Monthly Rate</u> (NYABS) (NYAFS)	<u>Five Year Monthly Rate</u> (NYACS) (NYAGS)	<u>Seven Year Monthly Rate</u> (NYADS) (NYAHS)
<u>Jurisdiction</u>					
California	\$6,000.00	\$2,450.00	\$2,250.00	\$2,050.00	\$1,900.00
Florida	6,000.00	2,750.00	2,450.00	2,300.00	2,150.00
Idaho	6,000.00	2,750.00	2,450.00	2,300.00	2,150.00
Illinois	6,000.00	2,550.00	2,400.00	2,200.00	2,050.00
Indiana	6,000.00	2,550.00	2,400.00	2,200.00	2,050.00
Michigan	6,000.00	2,750.00	2,450.00	2,300.00	2,150.00
North Carolina	6,000.00	2,550.00	2,400.00	2,200.00	2,050.00
Ohio	6,000.00	2,750.00	2,450.00	2,300.00	2,150.00
Oregon	6,000.00	2,350.00	2,150.00	2,000.00	1,850.00
Pennsylvania	6,000.00	2,750.00	2,450.00	2,300.00	2,150.00
South Carolina	6,000.00	2,750.00	2,450.00	2,300.00	2,150.00
Texas	6,000.00	2,750.00	2,450.00	2,300.00	2,150.00
Virginia	6,000.00	2,750.00	2,450.00	2,300.00	2,150.00
Washington	6,000.00	2,550.00	2,400.00	2,200.00	2,050.00
Wisconsin	6,000.00	2,750.00	2,450.00	2,300.00	2,150.00

2.7.5. CDL Link Single Route with Premise Fiber Meet - OC12

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAJ)	(NYABJ)	(NYACJ)	(NYADJ)
(Switched USOC)		(NYAEJ)	(NYAFJ)	(NYAGJ)	(NYAHJ)
<u>Jurisdiction</u>					
California	\$1,500.00	\$645.00	\$605.00	\$575.00	\$545.00
Florida	1,500.00	700.00	650.00	620.00	600.00
Idaho	1,500.00	700.00	650.00	600.00	600.00
Illinois	1,500.00	650.00	620.00	600.00	580.00
Indiana	1,500.00	650.00	620.00	600.00	580.00
Michigan	1,500.00	700.00	650.00	620.00	600.00
North Carolina	1,500.00	650.00	620.00	600.00	580.00
Ohio	1,500.00	700.00	650.00	620.00	600.00
Oregon	1,500.00	630.00	595.00	570.00	545.00
Pennsylvania	1,500.00	700.00	650.00	620.00	600.00
South Carolina	1,500.00	700.00	650.00	600.00	600.00
Texas	1,500.00	700.00	650.00	620.00	600.00
Virginia	1,500.00	700.00	650.00	620.00	600.00
Washington	1,500.00	650.00	620.00	600.00	580.00
Wisconsin	1,500.00	700.00	650.00	600.00	600.00

2.7.6. CDL Link Single Route Concatenated/Non-concatenated - OC12c/OC12

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(RSACE)	(RSACF)	(RSACG)	(RSACH)
<u>Jurisdiction</u>					
California	\$6,000.00	\$6,400.00	\$6,150.00	\$5,950.00	\$5,850.00
Florida	6,000.00	6,900.00	6,480.00	6,270.00	6,050.00
Idaho	6,000.00	6,900.00	6,480.00	6,270.00	6,050.00
Illinois	6,000.00	6,700.00	6,350.00	6,150.00	5,950.00
Indiana	6,000.00	6,700.00	6,350.00	6,150.00	5,950.00
Michigan	6,000.00	6,900.00	6,480.00	6,270.00	6,050.00
North Carolina	6,000.00	6,700.00	6,350.00	6,150.00	5,950.00
Ohio	6,000.00	6,900.00	6,480.00	6,270.00	6,050.00
Oregon	6,000.00	6,250.00	5,900.00	5,700.00	5,600.00
Pennsylvania	6,000.00	6,900.00	6,480.00	6,270.00	6,050.00
South Carolina	6,000.00	6,900.00	6,480.00	6,270.00	6,050.00
Texas	6,000.00	6,900.00	6,480.00	6,270.00	6,050.00
Virginia	6,000.00	6,900.00	6,480.00	6,270.00	6,050.00
Washington	6,000.00	6,700.00	6,350.00	6,150.00	5,950.00
Wisconsin	6,000.00	6,900.00	6,480.00	6,270.00	6,050.00

2.7.7. CDL Link Single Route with Premise Multiplexer - OC48

	Nonrecurring <u>Charge</u>	One Year <u>Monthly Rate</u>	Three Year <u>Monthly Rate</u>	Five Year <u>Monthly Rate</u>	Seven Year <u>Monthly Rate</u>
(Special USOC)		(NYAAS)	(NYABS)	(NYACS)	(NYADS)
(Switched USOC)		(NYAES)	(NYAFS)	(NYAGS)	(NYAHS)
<u>Jurisdiction</u>					
California	\$6,000.00	\$4,300.00	\$3,950.00	\$3,750.00	\$3,500.00
Florida	6,000.00	4,650.00	4,230.00	4,020.00	3,800.00
Idaho	6,000.00	4,650.00	4,230.00	4,020.00	3,800.00
Illinois	6,000.00	4,450.00	4,100.00	3,900.00	3,700.00
Indiana	6,000.00	4,450.00	4,100.00	3,900.00	3,700.00
Michigan	6,000.00	4,650.00	4,230.00	4,020.00	3,800.00
North Carolina	6,000.00	4,450.00	4,100.00	3,900.00	3,700.00
Ohio	6,000.00	4,650.00	4,230.00	4,020.00	3,800.00
Oregon	6,000.00	4,050.00	3,700.00	3,500.00	3,400.00
Pennsylvania	6,000.00	4,650.00	4,230.00	4,020.00	3,800.00
South Carolina	6,000.00	4,650.00	4,230.00	4,020.00	3,800.00
Texas	6,000.00	4,650.00	4,230.00	4,020.00	3,800.00
Virginia	6,000.00	4,650.00	4,230.00	4,020.00	3,800.00
Washington	6,000.00	4,450.00	4,100.00	3,900.00	3,700.00
Wisconsin	6,000.00	4,650.00	4,230.00	4,020.00	3,800.00

2.7.8. CDL Link Single Route with Premise Fiber Meet - OC48

	Nonrecurring <u>Charge</u>	One Year <u>Monthly Rate</u>	Three Year <u>Monthly Rate</u>	Five Year <u>Monthly Rate</u>	Seven Year <u>Monthly Rate</u>
(Special USOC)		(NYAAJ)	(NYABJ)	(NYACJ)	(NYADJ)
(Switched USOC)		(NYAEJ)	(NYAFJ)	(NYAGJ)	(NYAHJ)
<u>Jurisdiction</u>					
California	\$1,500.00	\$650.00	\$595.00	\$570.00	\$545.00
Florida	1,500.00	700.00	650.00	620.00	600.00
Idaho	1,500.00	700.00	650.00	620.00	600.00
Illinois	1,500.00	650.00	620.00	600.00	580.00
Indiana	1,500.00	650.00	620.00	600.00	580.00
Michigan	1,500.00	700.00	650.00	620.00	600.00
North Carolina	1,500.00	650.00	620.00	600.00	580.00
Ohio	1,500.00	700.00	650.00	620.00	600.00
Oregon	1,500.00	630.00	595.00	570.00	545.00
Pennsylvania	1,500.00	700.00	650.00	620.00	600.00
South Carolina	1,500.00	700.00	650.00	620.00	600.00
Texas	1,500.00	700.00	650.00	620.00	600.00
Virginia	1,500.00	700.00	650.00	620.00	600.00
Washington	1,500.00	650.00	620.00	600.00	580.00
Wisconsin	1,500.00	700.00	650.00	620.00	600.00

2.7.9. CDL Link Single Route Concatenated/Non-concatenated – OC48c/OC48

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington and Wisconsin

(Special USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (RSACE)	<u>Three Year Monthly Rate</u> (RSACF)	<u>Five Year Monthly Rate</u> (RSACG)	<u>Seven Year Monthly Rate</u> (RSACH)
OC48C/OC48	\$6,000.00	\$12,500.00	\$12,250.00	\$12,000.00	\$11,750.00

2.7.10. CDL Link Single Route with Premise Multiplexer – OC192

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington and Wisconsin

(Special USOC) (Switched USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (NYAAS) (NYAES)	<u>Three Year Monthly Rate</u> (NYABS) (NYAFS)	<u>Five Year Monthly Rate</u> (NYACS) (NYAGS)	<u>Seven Year Monthly Rate</u> (NYADS) (NYAHS)
OC192	\$12,000.00	\$11,625.00	\$11,200.00	\$11,000.00	\$10,900.00

2.7.11. CDL Link Single Route with Premise Fiber Meet – OC192

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington and Wisconsin

(Special USOC) (Switched USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (NYAAJ) (NYAEJ)	<u>Three Year Monthly Rate</u> (NYABJ) (NYAFJ)	<u>Five Year Monthly Rate</u> (NYACJ) (NYAGJ)	<u>Seven Year Monthly Rate</u> (NYADJ) (NYAHJ)
OC192	\$1,500.00	\$700.00	\$650.00	\$620.00	\$600.00

2.7.12. CDL Link Diverse Route with Premise Multiplexer - OC3

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAD)	(NYABD)	(NYACD)	(NYADD)
(Switched USOC)		(NYAED)	(NYAFD)	(NYAGD)	(NYAHD)
<u>Jurisdiction</u>					
California	\$3,000.00	\$1,675.00	\$1,595.00	\$1,545.00	\$1,490.00
Florida	3,000.00	1,790.00	1,700.00	1,650.00	1,600.00
Idaho	3,000.00	1,790.00	1,700.00	1,650.00	1,600.00
Illinois	3,000.00	1,790.00	1,700.00	1,650.00	1,600.00
Indiana	3,000.00	1,790.00	1,700.00	1,650.00	1,600.00
Michigan	3,000.00	1,790.00	1,700.00	1,650.00	1,600.00
North Carolina	3,000.00	1,790.00	1,700.00	1,650.00	1,600.00
Ohio	3,000.00	1,790.00	1,700.00	1,650.00	1,600.00
Oregon	3,000.00	1,650.00	1,575.00	1,525.00	1,475.00
Pennsylvania	3,000.00	1,790.00	1,700.00	1,650.00	1,600.00
South Carolina	3,000.00	1,790.00	1,700.00	1,650.00	1,600.00
Texas	3,000.00	1,790.00	1,700.00	1,650.00	1,600.00
Virginia	3,000.00	1,790.00	1,700.00	1,650.00	1,600.00
Washington	3,000.00	1,790.00	1,700.00	1,650.00	1,600.00
Wisconsin	3,000.00	1,790.00	1,700.00	1,650.00	1,600.00

2.7.13. CDL Link Diverse Route with Premise Fiber Meet - OC3

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAG)	(NYABG)	(NYACG)	(NYADG)
(Switched USOC)		(NYAEG)	(NYAFG)	(NYAGG)	(NYAHG)
<u>Jurisdiction</u>					
California	\$3,000.00	\$1,190.00	\$1,100.00	\$1,055.00	\$1,020.00
Florida	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Idaho	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Illinois	3,000.00	1,200.00	1,165.00	1,125.00	1,100.00
Indiana	3,000.00	1,200.00	1,165.00	1,125.00	1,100.00
Michigan	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
North Carolina	3,000.00	1,200.00	1,165.00	1,125.00	1,100.00
Ohio	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Oregon	3,000.00	1,130.00	1,080.00	1,055.00	1,030.00
Pennsylvania	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
South Carolina	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Texas	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Virginia	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Washington	3,000.00	1,200.00	1,165.00	1,125.00	1,100.00
Wisconsin	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00

2.7.14. CDL Link Diverse Route Concatenated/Non-concatenated - OC3c/OC3

(Special USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (RSACJ)	<u>Three Year Monthly Rate</u> (RSACK)	<u>Five Year Monthly Rate</u> (RSACL)	<u>Seven Year Monthly Rate</u> (RSACM)
<u>Jurisdiction</u>					
California	\$6,000.00	\$3,800.00	\$3,550.00	\$3,300.00	\$3,150.00
Florida	6,000.00	4,100.00	3,800.00	3,650.00	3,500.00
Idaho	6,000.00	4,100.00	3,800.00	3,650.00	3,500.00
Illinois	6,000.00	3,925.00	3,650.00	3,525.00	3,400.00
Indiana	6,000.00	3,925.00	3,650.00	3,525.00	3,400.00
Michigan	6,000.00	4,100.00	3,800.00	3,650.00	3,500.00
North Carolina	6,000.00	3,925.00	3,650.00	3,525.00	3,400.00
Ohio	6,000.00	4,100.00	3,800.00	3,650.00	3,500.00
Oregon	6,000.00	3,625.00	3,450.00	3,300.00	3,150.00
Pennsylvania	6,000.00	4,100.00	3,800.00	3,650.00	3,500.00
South Carolina	6,000.00	4,100.00	3,800.00	3,650.00	3,500.00
Texas	6,000.00	4,100.00	3,800.00	3,650.00	3,500.00
Virginia	6,000.00	4,100.00	3,800.00	3,650.00	3,500.00
Washington	6,000.00	3,925.00	3,650.00	3,525.00	3,400.00
Wisconsin	6,000.00	4,100.00	3,800.00	3,650.00	3,500.00

2.7.15. CDL Link Diverse Route with Premise Multiplexer - OC12

(Special USOC) (Switched USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (NYAAD) (NYAED)	<u>Three Year Monthly Rate</u> (NYABD) (NYAFD)	<u>Five Year Monthly Rate</u> (NYACD) (NYAGD)	<u>Seven Year Monthly Rate</u> (NYADD) (NYAHD)
<u>Jurisdiction</u>					
California	\$6,000.00	\$3,050.00	\$2,725.00	\$2,575.00	\$2,400.00
Florida	6,000.00	3,350.00	3,050.00	2,900.00	2,750.00
Idaho	6,000.00	3,350.00	3,050.00	2,900.00	2,750.00
Illinois	6,000.00	3,175.00	2,900.00	2,775.00	2,650.00
Indiana	6,000.00	3,175.00	2,900.00	2,775.00	2,650.00
Michigan	6,000.00	3,350.00	3,050.00	2,900.00	2,750.00
North Carolina	6,000.00	3,175.00	2,900.00	2,775.00	2,650.00
Ohio	6,000.00	3,350.00	3,050.00	2,900.00	2,750.00
Oregon	6,000.00	2,900.00	2,725.00	2,575.00	2,425.00
Pennsylvania	6,000.00	3,350.00	3,050.00	2,900.00	2,750.00
South Carolina	6,000.00	3,350.00	3,050.00	2,900.00	2,750.00
Texas	6,000.00	3,350.00	3,050.00	2,900.00	2,750.00
Virginia	6,000.00	3,350.00	3,050.00	2,900.00	2,750.00
Washington	6,000.00	3,175.00	2,900.00	2,775.00	2,650.00
Wisconsin	6,000.00	3,350.00	3,050.00	2,900.00	2,750.00

2.7.16. CDL Link Diverse Route with Premise Fiber Meet - OC12

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAG)	(NYABG)	(NYACG)	(NYADG)
(Switched USOC)		(NYAEG)	(NYAFG)	(NYAGG)	(NYAHG)
<u>Jurisdiction</u>					
California	\$3,000.00	\$1,175.00	\$1,100.00	\$1,025.00	\$975.00
Florida	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Idaho	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Illinois	3,000.00	1,200.00	1,165.00	1,125.00	1,100.00
Indiana	3,000.00	1,200.00	1,165.00	1,125.00	1,100.00
Michigan	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
North Carolina	3,000.00	1,200.00	1,165.00	1,125.00	1,100.00
Ohio	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Oregon	3,000.00	1,130.00	1,080.00	1,055.00	1,030.00
Pennsylvania	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
South Carolina	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Texas	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Virginia	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Washington	3,000.00	1,200.00	1,165.00	1,125.00	1,100.00
Wisconsin	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00

2.7.17. CDL Link Diverse Route Concatenated/Non-concatenated - OC12c/OC12

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(RSACJ)	(RSACK)	(RSACL)	(RSACM)
<u>Jurisdiction</u>					
California	\$6,000.00	\$7,200.00	\$7,000.00	\$6,800.00	\$6,575.00
Florida	6,000.00	7,500.00	7,080.00	6,870.00	6,650.00
Idaho	6,000.00	7,500.00	7,080.00	6,870.00	6,650.00
Illinois	6,000.00	7,350.00	7,050.00	6,825.00	6,625.00
Indiana	6,000.00	7,350.00	7,050.00	6,825.00	6,625.00
Michigan	6,000.00	7,500.00	7,080.00	6,870.00	6,650.00
North Carolina	6,000.00	7,350.00	7,050.00	6,825.00	6,625.00
Ohio	6,000.00	7,500.00	7,080.00	6,870.00	6,650.00
Oregon	6,000.00	6,850.00	6,600.00	6,400.00	6,225.00
Pennsylvania	6,000.00	7,500.00	7,080.00	6,870.00	6,650.00
South Carolina	6,000.00	7,500.00	7,080.00	6,870.00	6,650.00
Texas	6,000.00	7,500.00	7,080.00	6,870.00	6,650.00
Virginia	6,000.00	7,500.00	7,080.00	6,870.00	6,650.00
Washington	6,000.00	7,350.00	7,050.00	6,825.00	6,625.00
Wisconsin	6,000.00	7,500.00	7,080.00	6,870.00	6,650.00

2.7.18. CDL Link Diverse Route with Premise Multiplexer – OC48

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAD)	(NYABD)	(NYACD)	(NYADD)
(Switched USOC)		(NYAED)	(NYAFD)	(NYAGD)	(NYAHD)
<u>Jurisdiction</u>					
California	\$6,000.00	\$5,050.00	\$4,650.00	\$4,425.00	\$4,075.00
Florida	6,000.00	5,250.00	4,830.00	4,620.00	4,400.00
Idaho	6,000.00	5,250.00	4,830.00	4,620.00	4,400.00
Illinois	6,000.00	5,100.00	4,800.00	4,575.00	4,375.00
Indiana	6,000.00	5,100.00	4,800.00	4,575.00	4,375.00
Michigan	6,000.00	5,250.00	4,830.00	4,620.00	4,400.00
North Carolina	6,000.00	5,100.00	4,800.00	4,575.00	4,375.00
Ohio	6,000.00	5,250.00	4,830.00	4,620.00	4,400.00
Oregon	6,000.00	4,650.00	4,400.00	4,200.00	4,025.00
Pennsylvania	6,000.00	5,250.00	4,830.00	4,620.00	4,400.00
South Carolina	6,000.00	5,250.00	4,830.00	4,620.00	4,400.00
Texas	6,000.00	5,250.00	4,830.00	4,620.00	4,400.00
Virginia	6,000.00	5,250.00	4,830.00	4,620.00	4,400.00
Washington	6,000.00	5,100.00	4,800.00	4,575.00	4,375.00
Wisconsin	6,000.00	5,250.00	4,830.00	4,620.00	4,400.00

2.7.19. CDL Link Diverse Route with Premise Fiber Meet - OC48

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAG)	(NYABG)	(NYACG)	(NYADG)
(Switched USOC)		(NYAEG)	(NYAFG)	(NYAGG)	(NYAHG)
<u>Jurisdiction</u>					
California	\$3,000.00	\$1,200.00	\$1,100.00	\$1,025.00	\$975.00
Florida	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Idaho	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Illinois	3,000.00	1,200.00	1,165.00	1,125.00	1,100.00
Indiana	3,000.00	1,200.00	1,165.00	1,125.00	1,100.00
Michigan	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
North Carolina	3,000.00	1,200.00	1,165.00	1,125.00	1,100.00
Ohio	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Oregon	3,000.00	1,130.00	1,080.00	1,055.00	1,030.00
Pennsylvania	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
South Carolina	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Texas	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Virginia	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00
Washington	3,000.00	1,200.00	1,165.00	1,125.00	1,100.00
Wisconsin	3,000.00	1,300.00	1,250.00	1,220.00	1,200.00

2.7.20. Custom Connect CDL Link Diverse Route Concatenated/Non-concatenated – OC48c/OC48

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington, and Wisconsin

(Special USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (RSACJ)	<u>Three Year Monthly Rate</u> (RSACK)	<u>Five Year Monthly Rate</u> (RSACL)	<u>Seven Year Monthly Rate</u> (RSACM)
OC48c/OC48	\$6,000.00	\$13,200.00	\$13,000.00	\$12,500.00	\$12,250.00

2.7.21. CDL Link Diverse Route with Premise Multiplexer – OC192

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington, and Wisconsin

(Special USOC) (Switched USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (NYAAD)	<u>Three Year Monthly Rate</u> (NYABD)	<u>Five Year Monthly Rate</u> (NYACD)	<u>Seven Year Monthly Rate</u> (NYADD)
		(NYAED)	(NYAFD)	(NYAGD)	(NYAHD)
OC192	\$12,000.00	\$13,125.00	\$12,400.00	\$11,550.00	\$11,000.00

2.7.22. CDL Link Diverse Route with Premise Fiber Meet – OC192

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington, and Wisconsin

(Special USOC) (Switched USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (NYAAG)	<u>Three Year Monthly Rate</u> (NYABG)	<u>Five Year Monthly Rate</u> (NYACG)	<u>Seven Year Monthly Rate</u> (NYADG)
		(NYAEG)	(NYAFG)	(NYAGG)	(NYAHG)
OC192	\$3,000.00	\$1,300.00	\$1,250.00	\$1,220.00	\$1,200.00

2.7.23. CDL Link Ring Route with Premise Multiplexer - OC3

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAR)	(NYABR)	(NYACR)	(NYADR)
(Switched USOC)		(NYAER)	(NYAFR)	(NYAGR)	(NYAHR)
<u>Jurisdiction</u>					
California	\$3,000.00	\$2,590.00	\$2,400.00	\$2,325.00	\$2,250.00
Florida	3,000.00	2,790.00	2,700.00	2,650.00	2,600.00
Idaho	3,000.00	2,790.00	2,700.00	2,650.00	2,600.00
Illinois	3,000.00	2,520.00	2,450.00	2,400.00	2,350.00
Indiana	3,000.00	2,520.00	2,450.00	2,400.00	2,350.00
Michigan	3,000.00	2,790.00	2,700.00	2,650.00	2,600.00
North Carolina	3,000.00	2,520.00	2,450.00	2,400.00	2,350.00
Ohio	3,000.00	2,790.00	2,700.00	2,650.00	2,600.00
Oregon	3,000.00	2,370.00	2,300.00	2,250.00	2,200.00
Pennsylvania	3,000.00	2,790.00	2,700.00	2,650.00	2,600.00
South Carolina	3,000.00	2,790.00	2,700.00	2,650.00	2,600.00
Texas	3,000.00	2,790.00	2,700.00	2,650.00	2,600.00
Virginia	3,000.00	2,790.00	2,700.00	2,650.00	2,600.00
Washington	3,000.00	2,520.00	2,450.00	2,400.00	2,350.00
Wisconsin	3,000.00	2,790.00	2,700.00	2,650.00	2,600.00

2.7.24. CDL Link Ring Route with Premise Fiber Meet - OC3

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAH)	(NYABH)	(NYACH)	(NYADH)
(Switched USOC)		(NYAEH)	(NYAFH)	(NYAGH)	(NYAHH)
<u>Jurisdiction</u>					
California	\$3,000.00	\$2,100.00	\$1,990.00	\$1,875.00	\$1,775.00
Florida	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Idaho	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Illinois	3,000.00	2,045.00	2,020.00	1,995.00	1,970.00
Indiana	3,000.00	2,045.00	2,020.00	1,995.00	1,970.00
Michigan	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
North Carolina	3,000.00	2,045.00	2,020.00	1,995.00	1,970.00
Ohio	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Oregon	3,000.00	1,975.00	1,950.00	1,925.00	1,900.00
Pennsylvania	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
South Carolina	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Texas	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Virginia	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Washington	3,000.00	2,045.00	2,020.00	1,995.00	1,970.00
Wisconsin	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00

2.7.25. CDL Link Ring Route with Premise Multiplexer - OC12

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAR)	(NYABR)	(NYACR)	(NYADR)
(Switched USOC)		(NYAER)	(NYAFR)	(NYAGR)	(NYAHR)
<u>Jurisdiction</u>					
California	\$6,000.00	\$4,100.00	\$3,875.00	\$3,675.00	\$3,500.00
Florida	6,000.00	4,350.00	4,050.00	3,900.00	3,750.00
Idaho	6,000.00	4,350.00	4,050.00	3,900.00	3,780.00
Illinois	6,000.00	3,950.00	3,800.00	3,650.00	3,475.00
Indiana	6,000.00	3,950.00	3,800.00	3,650.00	3,475.00
Michigan	6,000.00	4,350.00	4,050.00	3,900.00	3,750.00
North Carolina	6,000.00	3,950.00	3,800.00	3,650.00	3,475.00
Oregon	6,000.00	3,700.00	3,525.00	3,375.00	3,225.00
Ohio	6,000.00	4,350.00	4,050.00	3,900.00	3,750.00
Pennsylvania	6,000.00	4,350.00	4,050.00	3,900.00	3,750.00
South Carolina	6,000.00	4,350.00	4,050.00	3,900.00	3,780.00
Texas	6,000.00	4,350.00	4,050.00	3,900.00	3,750.00
Virginia	6,000.00	4,350.00	4,050.00	3,900.00	3,750.00
Washington	6,000.00	3,950.00	3,800.00	3,650.00	3,475.00
Wisconsin	6,000.00	4,350.00	4,050.00	3,900.00	3,780.00

2.7.26. CDL Link Ring Route with Premise Fiber Meet - OC12

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAH)	(NYABH)	(NYACH)	(NYADH)
(Switched USOC)		(NYAEH)	(NYAFH)	(NYAGH)	(NYAHH)
<u>Jurisdiction</u>					
California	\$3,000.00	\$2,100.00	\$2,025.00	\$1,975.00	\$1,925.00
Florida	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Idaho	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Illinois	3,000.00	2,045.00	2,020.00	1,995.00	1,970.00
Indiana	3,000.00	2,045.00	2,020.00	1,995.00	1,970.00
Michigan	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
North Carolina	3,000.00	2,045.00	2,020.00	1,995.00	1,970.00
Ohio	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Oregon	3,000.00	1,975.00	1,950.00	1,925.00	1,900.00
Pennsylvania	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
South Carolina	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Texas	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Virginia	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Washington	3,000.00	2,045.00	2,020.00	1,995.00	1,970.00
Wisconsin	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00

2.7.27. CDL Link Ring Route with Premise Multiplexer - OC48

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAR)	(NYABR)	(NYACR)	(NYADR)
(Switched USOC)		(NYAER)	(NYAFR)	(NYAGR)	(NYAHR)
<u>Jurisdiction</u>					
California	\$6,000.00	\$5,950.00	\$5,675.00	\$5,425.00	\$5,200.00
Florida	6,000.00	6,250.00	5,830.00	5,620.00	5,400.00
Idaho	6,000.00	6,250.00	5,830.00	5,620.00	5,400.00
Illinois	6,000.00	5,750.00	5,500.00	5,250.00	5,000.00
Indiana	6,000.00	5,750.00	5,500.00	5,250.00	5,000.00
Michigan	6,000.00	6,250.00	5,830.00	5,620.00	5,400.00
North Carolina	6,000.00	5,750.00	5,500.00	5,250.00	5,000.00
Ohio	6,000.00	6,250.00	5,830.00	5,620.00	5,400.00
Oregon	6,000.00	5,400.00	5,125.00	4,925.00	4,725.00
Pennsylvania	6,000.00	6,250.00	5,830.00	5,620.00	5,400.00
South Carolina	6,000.00	6,250.00	5,830.00	5,620.00	5,400.00
Texas	6,000.00	6,250.00	5,830.00	5,620.00	5,400.00
Virginia	6,000.00	6,250.00	5,830.00	5,620.00	5,400.00
Washington	6,000.00	5,750.00	5,500.00	5,250.00	5,000.00
Wisconsin	6,000.00	6,250.00	5,830.00	5,620.00	5,400.00

2.7.28. CDL Link Ring Route with Premise Fiber Meet - OC48

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAH)	(NYABH)	(NYACH)	(NYADH)
(Switched USOC)		(NYAEH)	(NYAFH)	(NYAGH)	(NYAHH)
<u>Jurisdiction</u>					
California	\$3,000.00	\$2,100.00	\$1,925.00	\$1,850.00	\$1,775.00
Florida	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Idaho	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Illinois	3,000.00	2,045.00	2,020.00	1,995.00	1,970.00
Indiana	3,000.00	2,045.00	2,020.00	1,995.00	1,970.00
Michigan	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
North Carolina	3,000.00	2,045.00	2,020.00	1,995.00	1,970.00
Ohio	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Oregon	3,000.00	1,975.00	1,950.00	1,925.00	1,900.00
Pennsylvania	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
South Carolina	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Texas	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Virginia	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00
Washington	3,000.00	2,045.00	2,020.00	1,995.00	1,970.00
Wisconsin	3,000.00	2,300.00	2,250.00	2,220.00	2,200.00

2.7.29. CDL Link Ring Route with Premise Multiplexer – OC192

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington and Wisconsin

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAR)	(NYABR)	(NYACR)	(NYADR)
(Switched USOC)		(NYAER)	(NYAFR)	(NYAGR)	(NYAHR)
OC192	\$12,000.00	\$15,625.00	\$14,900.00	\$14,050.00	\$13,500.00

2.7.30. CDL Link Ring Route with Premise Fiber Meet – OC192

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington and Wisconsin

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(NYAAH)	(NYABH)	(NYACH)	(NYADH)
(Switched USOC)		(NYAEH)	(NYAFH)	(NYAGH)	(NYAHH)
OC192	\$3,000.00	2,300.00	2,250.00	2,220.00	2,200.00

2.7.31. CDL Link Single Route – 1.25 Gbps

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington and Wisconsin

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(USOC)		(NYASA)	(NYASB)	(NYASC)	(NYASD)
1.25 Gbps	\$6,000.00	\$3,570.00	\$3,450.00	\$3,330.00	\$3,210.00

2.7.32. CDL Link Diverse Route – 1.25 Gbps

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington and Wisconsin

(USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (NYAVA)	<u>Three Year Monthly Rate</u> (NYAVB)	<u>Five Year Monthly Rate</u> (NYAVC)	<u>Seven Year Monthly Rate</u> (NYAVD)
1.25 Gbps	\$6,000.00	\$3,835.00	\$3,730.00	\$3,625.00	\$3,525.00

2.7.33. CDL Link Single Route – 2.5 Gbps

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington and Wisconsin

(USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (NYASE)	<u>Three Year Monthly Rate</u> (NYASF)	<u>Five Year Monthly Rate</u> (NYASG)	<u>Seven Year Monthly Rate</u> (NYASH)
2.5 Gbps	\$6,000.00	\$4,230.00	\$4,110.00	\$3,990.00	\$3,870.00

2.7.34. CDL Link Diverse Route – 2.5 Gbps

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington and Wisconsin

(USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (NYAVE)	<u>Three Year Monthly Rate</u> (NYAVF)	<u>Five Year Monthly Rate</u> (NYAVG)	<u>Seven Year Monthly Rate</u> (NYAVH)
2.5 Gbps	\$6,000.00	\$4,595.00	\$4,485.00	\$4,375.00	\$4,265.00

2.7.35. Custom Connect CDL Link - Single Route with Optical Cross Connect - OC3

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington and Wisconsin

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)		(RSAC1)	(RSAC3)	(RSAC5)	(RSAC7)
(Switched USOC)		(RSAS1)	(RSAS3)	(RSAS5)	(RSAS7)
OC3	\$1,000.00	\$715.00	\$690.00	\$675.00	\$650.00
OC3c	\$1,000.00	\$715.00	\$690.00	\$675.00	\$650.00
OC12	\$2,500.00	\$1,640.00	\$1,590.00	\$1,550.00	\$1,500.00
OC12c	\$2,500.00	\$1,640.00	\$1,590.00	\$1,550.00	\$1,500.00
OC48	\$2,500.00	\$3,450.00	\$3,350.00	\$3,275.00	\$3,150.00
OC48c	\$2,500.00	\$3,450.00	\$3,350.00	\$3,275.00	\$3,150.00
OC192	\$2,500.00	\$7,250.00	\$7,025.00	\$6,850.00	\$6,625.00

2.8. Riders

2.8.1. Rider – OC3/OC3c

	<u>Monthly Rate</u>
(USOC-Special)	(S9R)
(USOC-Switched)	(S9RXS)

Jurisdiction

California	\$750.00
Florida	750.00
Idaho	750.00
Illinois	750.00
Indiana	750.00
Michigan	750.00
North Carolina	750.00
Ohio	750.00
Oregon	725.00
Pennsylvania	750.00
South Carolina	750.00
Texas	750.00
Virginia	750.00
Washington	750.00
Wisconsin	750.00

2.8.2. Rider – OC12/OC12C

	<u>Monthly Rate</u>
(USOC-Special)	(S9R)
(USOC-Switched)	(S9RXS)

Jurisdiction

California	\$2,250.00
Florida	2,250.00
Idaho	2,250.00
Illinois	2,250.00
Indiana	2,250.00
Michigan	2,250.00
North Carolina	2,250.00
Ohio	2,250.00
Oregon	2,200.00
Pennsylvania	2,250.00
South Carolina	2,250.00
Texas	2,250.00
Virginia	2,250.00
Washington	2,250.00
Wisconsin	2,250.00

2.8.3. Rider – OC48/OC48c

	<u>Monthly Rate</u>
(USOC-Special)	(S9R)
(USOC-Switched)	(S9RSX)

Jurisdiction

California	\$4,500.00
Florida	4,500.00
Idaho	4,500.00
Illinois	4,500.00
Indiana	4,500.00
Michigan	4,500.00
North Carolina	4,500.00
Ohio	4,500.00
Oregon	4,500.00
Pennsylvania	4,500.00
South Carolina	4,500.00
Texas	4,500.00
Virginia	4,500.00
Washington	4,500.00
Wisconsin	4,500.00

2.9. 4-Fiber 1+1 Protection

Jurisdiction

California, Florida, Idaho,
Illinois, Indiana, Michigan,
North Carolina, Ohio, Oregon,
Pennsylvania, South Carolina,
Texas, Virginia, Washington & Wisconsin

	Switched <u>USOC</u> (RSACO)	Special <u>USOC</u> (RSACN)	Monthly <u>Rate</u>
OC3c/OC3, Per CDL			\$ 375.00
OC12c/OC12, Per CDL			1,125.00
OC48c/OC48, Per CDL			2,250.00

2.10. Shared Transport

2.10.1. Shared Transport – OC3/OC3c

	Per Mile <u>Monthly Rate</u>
(Special USOC)	(TSRVS)
(Switched USOC)	(TSRVW)
<u>Jurisdiction</u>	
California	\$195.00
Florida	210.00
Idaho	225.00
Illinois	210.00
Indiana	210.00
Michigan	225.00
North Carolina	210.00
Ohio	225.00
Oregon	200.00
Pennsylvania	210.00
South Carolina	225.00
Texas	210.00
Virginia	210.00
Washington	210.00
Wisconsin	225.00

2.10.2. Shared Transport - OC12/OC12c

	Per Mile <u>Monthly Rate</u>
(Special USOC)	(TSRVS)
(Switched USOC)	(TSRVW)
<u>Jurisdiction</u>	
California	\$420.00
Florida	450.00
Idaho	450.00
Illinois	450.00
Indiana	450.00
Michigan	450.00
North Carolina	450.00
Ohio	450.00
Oregon	425.00
Pennsylvania	450.00
South Carolina	450.00
Texas	450.00
Virginia	450.00
Washington	450.00
Wisconsin	450.00

2.10.3. Shared Transport – OC48/OC48c

Jurisdiction: California, Florida, Idaho
 Illinois, Indiana, North Carolina, Oregon,
 Pennsylvania, South Carolina, Texas, Virginia,
 Washington and Wisconsin

	Per Mile <u>Monthly Rate</u>
(Special USOC)	(TSRVS)
(Switched USOC)	(TSRVW)
OC48/OC48c	\$1125.00

2.11. Dedicated Transport

2.11.1. Dedicated Transport - OC3/OC3c

	Per Mile
	<u>Monthly Rate</u>
(Special USOC)	(TSRDS)
(Switched USOC)	(TSRDW)
<u>Jurisdiction</u>	
California	\$155.00
Florida	170.00
Idaho	170.00
Illinois	170.00
Indiana	170.00
Michigan	170.00
North Carolina	170.00
Ohio	170.00
Oregon	160.00
Pennsylvania	170.00
South Carolina	170.00
Texas	170.00
Virginia	170.00
Washington	170.00
Wisconsin	170.00

2.11.2. Dedicated Transport - OC12/OC12c

	Per Mile
	<u>Monthly Rate</u>
(Special USOC)	(TSRDS)
(Switched USOC)	(TSRDW)
<u>Jurisdiction</u>	
California	\$225.00
Florida	240.00
Idaho	240.00
Illinois	240.00
Indiana	240.00
Michigan	240.00
North Carolina	240.00
Ohio	240.00
Oregon	230.00
Pennsylvania	240.00
South Carolina	240.00
Texas	240.00
Virginia	240.00
Washington	240.00
Wisconsin	240.00

2.11.3. Dedicated Transport - OC48/OC48c

(Special USOC) (Switched USOC) <u>Jurisdiction</u>	Per Mile <u>Monthly Rate</u> (TSRDS) (TSRDW)
California	\$350.00
Florida	370.00
Idaho	380.00
Illinois	370.00
Indiana	370.00
Michigan	380.00
North Carolina	370.00
Ohio	380.00
Oregon	360.00
Pennsylvania	380.00
South Carolina	380.00
Texas	370.00
Virginia	380.00
Washington	370.00
Wisconsin	380.00

2.11.4. Dedicated Transport – OC192/1.25 Gbps/2.5 Gbps

Jurisdiction: California, Florida, Idaho, Illinois, Indiana, Michigan, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington and Wisconsin

	<u>Per Mile Monthly Rate</u>	<u>Switched USOC</u>	<u>Special USOC</u>
OC192	\$550.00	TSRDW	TSRDS
1.25 Gbps	295.00	TSRDW	TSRAS
2.5 Gbps	370.00	TSRDW	TSRBS

2.12. CQ Node

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada,
North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>
(Special USOC)		(CN3C1)
(Switched USOC)		(S3NV1)
OC3	\$1,500.00	\$ 1,000.00
OC12	3,000.00	2,250.00
OC48	3,000.00	4,500.00
OC192	6,000.00	11,250.00

	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)	(CN3C3)	(CN3C5)	(CN3C7)
(Switched USOC)	(S3NV3)	(S3NV5)	(S3NV7)
OC3	\$ 900.00	\$ 850.00	\$ 800.00
OC12	2,150.00	2,050.00	1,975.00
OC48	4,300.00	4,100.00	3,900.00
OC192	10,750.00	10,250.00	9,750.00

2.13. SONET Premises Nodes

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada,
North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)			(SSLX3)	(SSLX5)	(SSLX7)
(Switched USOC)			(SS6X3)	(SS6X5)	(SS6X7)
OC3	\$1.00	\$1,000.00	\$ 900.00	\$ 850.00	\$ 800.00
OC12	1.00	2,250.00	2,150.00	2,050.00	1,975.00
OC48	1.00	4,500.00	4,300.00	4,100.00	3,900.00

2.14. CDL Links

2.14.1. CDL Link Single Route with Premise Multiplexer

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada, North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>		
(Special USOC)		(NYAAS)		
(Switched USOC)		(NYAES)		
OC3	\$ 3,000.00	\$ 1,075.00		
OC12	6,000.00	2,550.00		
OC48	6,000.00	4,450.00		
OC192	12,000.00	11,625.00		

	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)	(NYABS)	(NYACS)	(NYADS)
(Switched USOC)	(NYAFS)	(NYAGS)	(NYAHS)
OC3	\$ 1,000.00	\$ 950.00	\$ 900.00
OC12	2,400.00	2,200.00	2,050.00
OC48	4,100.00	3,900.00	3,700.00
OC192	11,200.00	11,000.00	10,900.00

2.14.2. CDL Link Single Route with Premise Fiber Meet

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada, North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>		
(Special USOC)		(NYAAJ)		
(Switched USOC)		(NYAEJ)		
OC3	\$1,500.00	\$650.00		
OC12	1,500.00	650.00		
OC48	1,500.00	650.00		
OC192	1,500.00	700.00		

	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)	(NYABJ)	(NYACJ)	(NYADJ)
(Switched USOC)	(NYAFJ)	(NYAGJ)	(NYAHJ)
OC3	\$620.00	\$600.00	\$580.00
OC12	620.00	600.00	580.00
OC48	620.00	600.00	580.00
OC192	650.00	620.00	600.00

2.14.3. CDL Link Single Route Concatenated/Non-concatenated

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada, North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>		
(Special USOC)			(RSACE)	
OC3c/OC3	\$6,000.00	\$ 3,300.00		
OC12c/OC12	6,000.00	6,700.00		
OC48c/OC48	6,000.00	12,500.00		
			<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>
(Special USOC)	(RSACF)	(RSACG)	(RSACH)	
OC3c/OC3	\$ 3,150.00	\$ 2,950.00	\$ 2,800.00	
OC12c/OC12	6,350.00	6,150.00	5,950.00	
OC48c/OC48	12,250.00	12,000.00	11,750.00	

2.14.4. CDL Link Diverse Route with Premise Multiplexer

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada, North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>		
(Special USOC)			(NYAAD)	
(Switched USOC)			(NYAED)	
OC3	\$ 3,000.00	\$ 1,790.00		
OC12	6,000.00	3,175.00		
OC48	6,000.00	5,100.00		
OC192	12,000.00	13,125.00		
			<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>
(Special USOC)	(NYABD)	(NYACD)	(NYADD)	
(Switched USOC)	(NYAFD)	(NYAGD)	(NYAHD)	
OC3	\$ 1,700.00	\$ 1,650.00	\$ 1,600.00	
OC12	2,900.00	2,775.00	2,650.00	
OC48	4,800.00	4,575.00	4,375.00	
OC192	12,400.00	11,550.00	11,000.00	

2.14.5. CDL Link Diverse Route with Premise Fiber Meet

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada, North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	Nonrecurring <u>Charge</u>	One Year <u>Monthly Rate</u>		
(Special USOC)		(NYAAG)		
(Switched USOC)		(NYAEG)		
OC3	\$3,000.00	\$1,200.00		
OC12	3,000.00	1,200.00		
OC48	3,000.00	1,200.00		
OC192	3,000.00	1,300.00		

	Three Year <u>Monthly Rate</u>	Five Year <u>Monthly Rate</u>	Seven Year <u>Monthly Rate</u>
(Special USOC)	(NYABG)	(NYACG)	(NYADG)
(Switched USOC)	(NYAFG)	(NYAGG)	(NYAHG)
OC3	\$1,165.00	\$1,125.00	\$1,100.00
OC12	1,165.00	1,125.00	1,100.00
OC48	1,165.00	1,125.00	1,100.00
OC192	1,250.00	1,220.00	1,200.00

2.14.6. CDL Link Diverse Route Concatenated/Non-concatenated

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada, North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	Nonrecurring <u>Charge</u>	One Year <u>Monthly Rate</u>		
(Special USOC)		(RSACJ)		
OC3c/OC3	\$6,000.00	\$ 3,925.00		
OC12c/OC12	6,000.00	7,350.00		
OC48c/OC48	6,000.00	13,200.00		

	Three Year <u>Monthly Rate</u>	Five Year <u>Monthly Rate</u>	Seven Year <u>Monthly Rate</u>
(Special USOC)	(RSACK)	(RSACL)	(RSACM)
OC3c/OC3	\$ 3,650.00	\$ 3,525.00	\$ 3,400.00
OC12c/OC12	7,050.00	6,825.00	6,625.00
OC48c/OC48	13,000.00	12,500.00	12,250.00

2.14.7. CDL Link Ring Route with Premise Multiplexer

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada, North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	
(Special USOC)		(NYAAR)	
(Switched USOC)		(NYAER)	
OC3	\$ 3,000.00	\$ 2,520.00	
OC12	6,000.00	3,950.00	
OC48	6,000.00	5,750.00	
OC192	12,000.00	15,625.00	

	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)	(NYABR)	(NYACR)	(NYADR)
(Switched USOC)	(NYAFR)	(NYAGR)	(NYAHR)
OC3	\$ 2,450.00	\$ 2,400.00	\$ 2,350.00
OC12	3,800.00	3,650.00	3,475.00
OC48	5,500.00	5,250.00	5,000.00
OC192	14,900.00	14,050.00	13,500.00

2.14.8. CDL Link Ring Route with Premise Fiber Meet

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada, North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	
(Special USOC)		(NYAAH)	
(Switched USOC)		(NYAEH)	
OC3	\$3,000.00	\$2,045.00	
OC12	3,000.00	2,045.00	
OC48	3,000.00	2,045.00	
OC192	3,000.00	2,300.00	

	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)	(NYABH)	(NYACH)	(NYADH)
(Switched USOC)	(NYAFH)	(NYAGH)	(NYAHH)
OC3	\$2,020.00	\$1,995.00	\$1,970.00
OC12	2,020.00	1,995.00	1,970.00
OC48	2,020.00	1,995.00	1,970.00
OC192	2,250.00	2,220.00	2,200.00

2.14.9. CDL Link Single Route 1.25 Gbps or 2.5 Gbps

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada, North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	Nonrecurring <u>Charge</u>	One Year <u>Monthly Rate</u>	
(Special USOC)		(NYASA)	
1.25 Gbps	\$6,000.00	\$3,570.00	
(Special USOC)		(NYASE)	
2.5 Gbps	6,000.00	4,230.00	
	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)	(NYASB)	(NYASC)	(NYASD)
1.25 Gbps	\$3,450.00	\$3,330.00	\$3,210.00
(Special USOC)	(NYASF)	(NYASG)	(NYASH)
2.5 Gbps	4,110.00	3,990.00	3,870.00

2.14.10. CDL Link Diverse Route 1.25 Gbps or 2.5 Gbps

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada, North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	Nonrecurring <u>Charge</u>	One Year <u>Monthly Rate</u>	
(Special USOC)		(NYAVA)	
1.25 Gbps	\$6,000.00	\$3,835.00	
(Special USOC)		(NYAVE)	
2.5 Gbps	6,000.00	4,595.00	
	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
(Special USOC)	(NYAVB)	(NYAVC)	(NYAVD)
1.25 Gbps	\$3,730.00	\$3,625.00	\$3,525.00
(Special USOC)	(NYAVF)	(NYAVG)	(NYAVH)
2.5 Gbps	4,485.00	4,375.00	4,265.00

2.14.11. CDL Link Single Route with Optical Cross Connect

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada,
North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	Nonrecurring Charge	One Year Monthly Rate		
(Special USOC)		(RSAC1)		
(Switched USOC)		(RSAS1)		
OC3/OC3c	\$1,000.00	\$ 715.00		
OC12/OC12c	2,500.00	1,640.00		
OC48/OC48c	2,500.00	3,450.00		
OC192	2,500.00	7,250.00		

	Three Year Monthly Rate	Five Year Monthly Rate	Seven Year Monthly Rate
(Special USOC)	(RSAC3)	(RSAC5)	(RSAC7)
(Switched USOC)	(RSAS3)	(RSAS5)	(RSAS7)
OC3/OC3c	\$ 690.00	\$ 675.00	\$ 650.00
OC12/OC12c	1,590.00	1,550.00	1,500.00
OC48/OC48c	3,350.00	3,275.00	3,150.00
OC192	7,025.00	6,850.00	6,625.00

2.15. Rider

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada,
North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	Monthly Rate
(Special USOC)	(S9R)
(Switched USOC)	(S9RXS)
OC3/OC3c	750.00
OC12/OC12c	2,250.00
OC48/OC48c	4,500.00

	<u>Per CDL</u>
Special USOC – RSACN	
Switched USOC – RSACO	
OC3c/OC3	\$ 375.00
OC12c/OC12	1,125.00
OC48c/OC48	2,250.00

2.17. Shared Transport

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada, North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	Per Mile <u>Monthly Rate</u>
(Special USOC)	(TSRVS)
(Switched USOC)	(TSRVW)
OC3/OC3c	210.00
OC12/OC12c	450.00
OC48/OC48c	1,125.00

2.18. Dedicated Transport

(Jurisdiction: Arizona, California, Illinois, Indiana, Nevada, North Carolina, Pennsylvania, Texas, Virginia, and Washington)

	Per Mile <u>Monthly Rate</u>
(Special USOC)	(TSRDS)
(Switched USOC)	(TSRDW)
OC3/OC3c	\$170.00
OC12/OC12c	240.00
OC48/OC48c	370.00
OC192	550.00
(Special USOC)	(TSRAS)
(Switched USOC)	(TSRDW)
1.25 Gbps	295.00
(Special USOC)	(TSRBS)
(Switched USOC)	(TSRDW)
2.5 Gbps	370.00

2.19. Service Rearrangements

2.19.1. Fiber Interface Rearrangement

	Special/Switched Access <u>USOC</u>	Nonrecurring <u>Charge</u>
<u>2-Fiber to 4-Fiber or vice versa, per interface</u>	NRMP6/NRMP8	
<u>N-MSA</u>		\$347.00
Price Band 4		347.00
Price Band 5		347.00
Price Band 6		347.00

2.19.2. Multiplexing Node Mapping Rearrangement

	Special/Switched Access <u>USOC</u>	Nonrecurring <u>Charge</u>
<u>Per Multiplexing Node</u>	NRMP7/NRMP9	
<u>N-MSA</u>		\$1,599.00
Price Band 4		1,599.00
Price Band 5		1,599.00
Price Band 6		1,599.00

3. **Contract Tariff Options**

- 3.1. For Custom Connect Services ordered on April 16, 2003 through December 31, 2003 under the New Connect Discount Plan (Tariff FCC No. 14, Section 21, Contract Tariff Option #2), the rates, charges, terms, and conditions of that discount plan will apply for the Custom Connect Services ordered in lieu of the comparable rates, charges, terms and conditions of this Attachment 7.
- 3.2. For Custom Connect Services ordered on May 6, 2003 through December 31, 2003 under the New Connect Discount Plan B (Tariff FCC No. 14, Section 21, Contract Tariff Option #3), the rates, charges, terms, and conditions of that discount plan will apply for the Custom Connect Services ordered in lieu of the comparable rates, charges, terms and conditions of this Attachment 7.
- 3.3. For Custom Connect Services ordered on August 1, 2003 through December 31, 2003 under the West Renewal Plan (Tariff FCC No. 14, Section 21, Contract Tariff Option #4), the rates, charges, terms, and conditions of that discount plan will apply for the Custom Connect Services ordered in lieu of the comparable rates, charges, terms and conditions of this Attachment 7.
- 3.4. Notwithstanding the provisions of Sections 3.1 through 3.3 preceding, all rates, charges, terms and conditions set forth in this Agreement or this Attachment 7 that are not explicitly contained in the applicable Contract Tariff Option shall apply to Custom Connect Services purchased under such Contract Tariff Options.

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule as of the Product Schedule Effective Date.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment L.I.

By: [Signature]
Printed: Scott C. Pierce
Title: Executive Director - Alliance Management
Date: March 6, 2007

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below.

By: [Signature]
Printed: Quantia Law
Title: Vice President
Date: March 8, 2007

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: _____
Printed: Vincent J. Woodbury
Title: Vice President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Verizon Select Services Inc.
Date:

Verizon Operating Telephone Companies

- Verizon Florida LLC
- Verizon California Inc.
- Verizon North Inc.
- Verizon Northwest Inc.
- Verizon South Inc.
- Verizon West Coast, Inc.
- GTE Southwest Incorporated, d/b/a Verizon Southwest
- Comtel of the South, Inc. d/b/a Verizon North Systems

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule as of the Product Schedule Effective Date.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1.1

By: _____
Printed: Scott C. Pierce
Title: Executive Director - Alliance Management
Date:

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below.

By: _____
Printed: Quintin Lew
Title: Vice President
Date:

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: *Vincent J. Woodbury*
Printed: Vincent J. Woodbury
Title: Vice President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Verizon Select Services Inc.
Date:

Verizon Operating Telephone Companies

Verizon Florida LLC
Verizon California Inc.
Verizon North Inc.
Verizon Northwest Inc.
Verizon South Inc.
Verizon West Coast, Inc.
GTE Southwest Incorporated,
d/b/a Verizon Southwest
Contel of the South, Inc. d/b/a Verizon North Systems

Attachment 9 - Description and Pricing of Services

SONET Term Volume Plan

This Attachment 9 (Description of Pricing and Services for SONET Term Volume Plan) (this **Product Schedule**) is entered into as of the date of last signature by a Party (the **Product Schedule Effective Date**) by and among Verizon Business Network Services, Inc. ("VBNS"), on behalf of Verizon Global Networks Inc. and the former MCI Affiliates identified on Attachment 1.1 hereto, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance ("VLD"), NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions ("VES"), and Verizon Select Services Inc. ("VSSI"), on the other hand (VBNS, VLD, VES, and VSSI are hereinafter referred to collectively as "**Customer**") (each individually, a "Party," and collectively, the "Parties") and Verizon Services Corp. on behalf of the Verizon operating telephone companies set forth on the signature page to this Product Schedule (individually and collectively, **Verizon**). This Product Schedule is attached to that certain Master Services Agreement (**Agreement**), dated as of March __, 2007, by and among the Parties, and made a part thereof. All capitalized terms not otherwise defined in this Product Schedule, Product Guide, or in the Agreement shall have the meanings set forth in Verizon's Tariffs FCC Nos. 14 and 16 (individually, **Tariff**, and collectively, **Tariffs**), as applicable.

(A) Description

The SONET Term Volume Plan (**SONET TVP**) provides Customer with a discount on monthly recurring rates (including those discounted pursuant to price flex offerings) for the SONET TVP Channel Terminations (as defined in (A)(2) below) based upon Customer's SONET Commitment Quantity (as defined in (A)(3) below) and Customer's Term Commitment (as defined in (A)(4) below). The SONET TVP discounts do not apply to nonrecurring charges. During the SONET TVP Term Commitment, Customer may elect to change the SONET Commitment Quantity (in accordance with (E) below), the Term Commitment (in accordance with (H) below) or both. Only one SONET TVP is allowed per customer (i.e., legal entity).

(1) Eligible SONET Services

The following services are eligible for inclusion in the SONET TVP and are collectively referred to as **Eligible SONET Services**:

- (a) Non-channelized Custom Connect; and
- (b) IntelliLight® Broadband Transport (IBT).

(2) SONET TVP Channel Terminations

- (a) The **SONET TVP Channel Terminations** consist of the following IBT Channel Termination and Custom Connect CDL Link rate elements for which Customer commits to a quantity for the SONET TVP (as set forth in (A)(3) below).
 - (i) Custom Connect CDL Link Single Route Concatenated/Non-Concatenated for Special Access
 - (ii) Custom Connect CDL Link Diverse Route Concatenated/Non-Concatenated for Special Access
 - (iii) IBT Channel Termination for both Switched and Special Access
 - (iv) IBT Channel Termination with Fiber Path Diversity for both Switched and Special Access

(3) SONET Commitment Quantity

- (a) The **SONET Commitment Quantity** is the total number of SONET TVP Channel Terminations in the operating territories of the Verizon operating telephone companies, that Customer commits to the SONET TVP, regardless of the total number of circuits that Customer currently has in-service in such operating territories. The SONET Commitment Quantity cannot be less than twenty (20) SONET TVP Channel Terminations. Only one SONET Commitment Quantity is allowed for the SONET TVP. Customer may exceed its SONET Commitment Quantity without limitation, but will be subject to an increase in the SONET Commitment Quantity at the next Annual Review for any amount in excess of thirty-percent (30%) of the SONET Commitment Quantity (30% Service Level) as set forth in (D)(4) below. For example, if the SONET Commitment Quantity is 100 SONET TVP Channel Terminations, the 30% Service Level is 130 SONET TVP Channel Terminations.
- (b) Customer may change the SONET Commitment Quantity during the SONET TVP term as set forth in (E) below.

(4) Term Commitment

- (a) Customer must choose a SONET TVP term commitment period of 3-, 5-, or 7-years (**Term Commitment**). The Term Commitment will begin on the Enrollment Date (as defined in (B)(1)(a) below) of the SONET TVP. The SONET TVP will expire at the end of the Term Commitment for all Eligible SONET Services included in the SONET TVP, as well as any associated optical service rate elements billed on the same circuit (e.g., circuit ID), regardless of when the individual services were included in the plan.
- (b) Customer may change the Term Commitment during the SONET TVP term as set forth in (H) below.

(5) Commitment Level and SONET TVP Discounts

- (a) The **Commitment Level** for the SONET TVP is determined by Customer's specified SONET Commitment Quantity. The following SONET TVP discounts are based on the length of the Term Commitment specified by Customer and the Commitment Level.

(b) Term Commitment	3-Year Term Commitment	5-Year Term Commitment	7-Year Term Commitment
Commitment Levels			
Level 1: SONET Commitment Quantity of 20 – 99 SONET TVP Channel Terminations	10%	10%	10%
Level 2: SONET Commitment Quantity of 100 – 179 SONET TVP Channel Terminations	15%	15%	15%
Level 3: SONET Commitment Quantity of 180 – 259 SONET TVP Channel Terminations	20%	20%	20%
Level 4: SONET Commitment Quantity of 260+ SONET TVP Channel Terminations	25%	25%	25%

VP discounts apply to monthly recurring rates (including those discounted pursuant to price flex offerings) of the SONET TVP Channel Terminations. When Customer has Eligible

SONET Services which are discounted pursuant to price flex offerings, Verizon will first apply any discount associated with the price flex offering, and then apply the SONET TVP discount to that already discounted rate.

For example, assume the following:

- Five-year monthly recurring rate for a non-channelized Custom Connect CDL Link – Single Route Concatenated/Non-Concatenated OC3 is \$3,500.
- Applicable price flex discount is twenty percent (20%).
- SONET TVP Discount is ten percent (10%) based on Customer selection of Commitment Level 1 and 5-year Term Commitment.
- Verizon will first apply the price flex discount to the monthly recurring rate [$\$3,500 - (\$3,500 \times 20\%) = \$2,800$] and then apply the SONET TVP Discount to that already discounted rate [$\$2,800 - (\$2,800 \times 10\%) = \$2,520$].

- (c) The SONET TVP discounts apply to all of Customer's SONET TVP Channel Terminations (whether or not such SONET TVP Channel Terminations are included in the SONET Commitment Quantity), for the ACNAs included in (B)(1)(d) below).

For example, assume the following:

- The SONET Commitment Quantity is 80 SONET TVP Channel Terminations.
- Customer commits to a 3-year Term Commitment under the SONET TVP.
- Customer's total SONET TVP Channel Terminations in-service is 90.
- Customer will receive a SONET TVP discount corresponding to a Term Commitment of 3 years for the Commitment Level 1 on all 90 SONET TVP Channel Terminations.

Except as otherwise specified herein, the regulations for the Eligible SONET Services rate elements and any other optical service rate elements billed on the same circuit apply.

(B) SONET TVP Enrollment

- (1) To subscribe to a SONET TVP, Customer must provide Verizon with a written request, in a manner designated by Verizon, signed by an authorized representative of Customer that includes, at a minimum, all of the following.
- (a) **Enrollment Date.** The Enrollment Date is the date on which the SONET TVP discounts will commence and serves as the date from which the 12-month anniversary date for the SONET TVP will be used for purposes of administering the Annual Review described in (D) below. The Enrollment Date is thirty (30) days after Verizon receives Customer's written request for the SONET TVP.
 - (b) **SONET Commitment Quantity.** Customer must specify the SONET Commitment Quantity pursuant to (A)(3) above.
 - (c) **Term Commitment.** Customer must select the Term Commitment pursuant to (A)(4) above.
 - (d) **Access Customer Name Abbreviations (ACNAs).** Customer must specify which of its ACNAs and its affiliates' ACNAs it wishes to include in the SONET TVP. Customer must own or have the right to utilize all the ACNAs included in the SONET TVP, and must otherwise comply with the terms and conditions of the Agreement. Once an ACNA is

included in a SONET TVP, it cannot be included in any other SONET TVP, regardless of whether such SONET TVP is established by a separate legal entity.

Request for Time-in-Service Credit (TISC). TISC is described in (K)(6) below. TISC must be requested by Customer. The request for TISC must also be agreed to by Verizon prior to the Enrollment Date. The request for TISC must include all of the information specified in (K)(5) below. No requests for TISC will be accepted after the Enrollment Date.

(C) Conversion of Eligible SONET Services

- (1) Upon subscription to the SONET TVP, all of Customer's term plans for the Eligible SONET Services that are included under the SONET TVP, and any other optical service rate elements billed on the same circuit (e.g., circuit ID), will be cancelled in order to include such service(s) in the SONET TVP. Term plan termination liability and minimum period charges will not apply to the cancelled term plan(s). Although the SONET TVP discount applies only to the term plan monthly recurring rate for the SONET TVP Channel Terminations (as set forth in (A)(5)(b) above), all Eligible SONET Services rate elements and any other optical service rate elements billed on the same circuit, will be billed at the term plan monthly recurring rate corresponding to the term period length of the SONET TVP Term Commitment. If the same term plan length is not available, the applicable term plan monthly recurring rate of the longest term plan length available will apply. For instance, if Customer selects a 7-year Term Commitment, the SONET TVP discounts will apply to the 5-year rates for IBT Channel Terminations since there is no 7-year term commitment period available for IBT. Such billing changes will be effective on the Enrollment Date of the SONET TVP.
- (2) If there is no service interruption, billing interruption, or other physical changes to an existing service being converted to the SONET TVP, nonrecurring charges will not apply for the conversion.
- (3) If Customer converts a service that is not an Eligible SONET Service (e.g., DS3), as defined in (A)(1) above, to a service that is an Eligible SONET Service (e.g., IBT), such conversion will be treated as a disconnection of the existing service and installation of a new service and all applicable charges, terms and conditions set forth in the offerings for those services will apply. The applicable SONET TVP Discounts will apply as of the order completion date for the conversion.

(D) Annual Review

- (1) As of the first twelve (12) month anniversary of Customer's Enrollment Date, and each subsequent 12-month anniversary thereafter, Verizon will conduct an annual review to determine if Customer has met its SONET Commitment Quantity for the prior 12-month period (**Annual Review**). Verizon will conduct the Annual Review no later than sixty (60) days from the actual 12-month anniversary. The Annual Review will determine if Customer:
 - (a) has met its SONET Commitment Quantity and is at or below the 30% Service Level, as specified in (A)(3) above; or
 - (b) has met its SONET Commitment Quantity but exceeded the 30% Service Level; or
 - (c) has not met its SONET Commitment Quantity.
- (2) Verizon will conduct the Annual Review as follows:

- (a) Verizon will determine the average quantity of SONET TVP Channel Terminations by first summing the actual number of SONET TVP Channel Terminations that were in-service on the bill date(s) for each of the prior 12 months, and dividing the result by twelve (Average Quantity).
- (b) If Customer made any changes to its SONET Commitment Quantity during the prior 12 months, Verizon will calculate a weighted average of the SONET Commitment Quantity, as described below. The weighted average of SONET Commitment Quantity will only be used for determining shortfall penalties, as set forth in (D)(5) below. The weighted average of SONET Commitment Quantity will not be used for the adjustment to the SONET Commitment Quantity, as set forth in (D)(4) below, or for the Buy Down option, as set forth in (D)(6) below.

Verizon will calculate a weighted average of the SONET Commitment Quantity over the prior 12 months, rounded up to the next whole number, based on:

- (i) For the first Annual Review, the SONET Commitment Quantity submitted by Customer in its initial enrollment and any new SONET Commitment Quantity established by Customer during the prior 12-month period, as set forth in (E) below; and
- (ii) For all subsequent Annual Reviews, the SONET Commitment Quantity resulting from the last Annual Review, including any Buy Down Option exercised by Customer, and any new SONET Commitment Quantity established by Customer during the prior 12-month period, as set forth in (E) below.

For example, assume the following:

- In initial enrollment of the SONET TVP, the SONET Commitment Quantity was 80 SONET TVP Channel Terminations.
- After completing the 4th month of the SONET TVP, Customer increased the SONET Commitment Quantity to 120 SONET TVP Channel Terminations.
- The weighted average of the SONET Commitment Quantity to be used in the first Annual Review will be $107 \left(\frac{(80 \times 4) + (120 \times 8)}{12} = 106.67, \text{ rounded up to } 107 \right)$.

For another example, assume the following:

- At the 1st Annual Review, the SONET Commitment Quantity was 100 SONET TVP Channel Terminations.
- At the time of the 2nd Annual Review, the Average Quantity over the prior 12 months was 150 SONET TVP Channel Terminations.
- The revised SONET Commitment Quantity based on the Average Quantity (which exceeds the 30% Service Level) is $125 \left(100 + \frac{150 - 100}{2} = 125 \right)$.
- On the 30th day after the 2nd Annual Review, Customer exercised the Buy Down option and reduced the SONET Commitment Quantity by 10 SONET TVP Channel Terminations, resulting in a revised SONET Commitment Quantity of $115 \left(125 - 10 = 115 \right)$.
- After completing the 6th month after the 2nd Annual Review, Customer increased the SONET Commitment Quantity by 25, resulting in a revised SONET Commitment Quantity of $140 \left(115 + 25 = 140 \right)$.
- The weighted average of SONET Commitment Quantity to be used in the 3rd Annual Review is $128 \left(\frac{(115 \times 6) + (140 \times 6)}{12} = 127.5, \text{ rounded to } 128 \right)$.

- (c) Verizon will subtract the Average Quantity determined in (D)(2)(a) from the SONET Commitment Quantity, or the weighted average of SONET Commitment Quantity as determined in (D)(2)(b) above, to determine if the Shortfall Penalty, as defined in (D)(5) below, is applicable.
- (3) If Customer has met its SONET Commitment Quantity and is at or below the 30% Service Level, no corrective action to the SONET Commitment Quantity will be taken.
- (4) If Customer has met its SONET Commitment Quantity, but exceeded the 30% Service Level, Verizon will increase Customer's SONET Commitment Quantity by an amount equal to fifty percent (50%) of the difference between the Average Quantity and the SONET Commitment Quantity, rounded up to the next whole number. The resulting increased SONET Commitment Quantity and change in Commitment Level, if applicable, will apply for the balance of the Term Commitment, or until such time as it is otherwise adjusted.

For example, assume the following:

- The SONET Commitment Quantity is 100 SONET TVP Channel Terminations.
 - The Average Quantity at the time of Annual Review is 137 SONET TVP Channel Terminations.
 - The difference between Average Quantity and SONET Commitment Quantity is 37 ($137 - 100 = 37$).
 - Verizon will automatically increase Customer's SONET Commitment Quantity to 119 SONET TVP Channel Terminations ($((100 + (137 - 100)/2) = 118.5$, rounded up to 119).
- (5) If Customer has not met its SONET Commitment Quantity, as set forth in (D)(2)(a) or (D)(2)(b), Verizon will adjust the SONET Commitment Quantity for applicable service upgrades as described in (I)(4) below. If Customer still does not meet its SONET Commitment Quantity or the weighted average of SONET Commitment Quantity, Customer shall be assessed a **Shortfall Penalty**, to be determined as follows:
- (a) Verizon will calculate the average revenue per month by first summing the total monthly recurring rates for all Eligible SONET Services and associated optical service rates billed on the same circuit(s) over the prior 12 months and then dividing the result by 12.
 - (b) The Average Rate is then determined by dividing the average revenue per month by the Average Quantity.
 - (c) The Average Rate is then multiplied by the difference between the Average Quantity and the SONET Commitment Quantity, or weighted average of SONET Commitment Quantity (if applicable), which is then multiplied by 12.

For example, assume the following:

- The average revenue per month over the prior 12 months is \$36,667.67. (Customer had 50 OC3 Eligible SONET Services priced at \$3200 and 30 OC12 Eligible SONET Services priced at \$6000, and 10 OC48 Eligible SONET Services priced at \$10,000 divided by 12 is \$36,667.67 $((50 \times \$3200) + (30 \times \$6000) + (10 \times \$10,000))/12 = \$36,667.67$).
- The Average Quantity of SONET TVP Channel Terminations at the time of the Annual Review is 90.
- The Average Rate is \$407.41 ($\$36,667.67/90 = \407.41)
- The SONET Commitment Quantity is 100 SONET TVP Channel Terminations.

- Difference between SONET Commitment Quantity and Average Quantity is 10 (100 - 90 = 10).
- (6) The Shortfall Penalty amount is \$48,889.20 ($\$407.41 \times 10 \times 12$). Customer may reduce (Buy Down) its SONET Commitment Quantity. In no case shall the reduction to the SONET Commitment Quantity result in less than twenty (20) SONET TVP Channel Terminations, if Customer continues to subscribe to the SONET TVP.

Customer must exercise the Buy Down option within thirty (30) days after receiving the results of the Annual Review by (a) providing written notification to Verizon in accordance with the requirements specified for SONET TVP Enrollment under (B)(1) above; and (b) paying the applicable Buy Down Penalty (as determined below). The resulting decreased SONET Commitment Quantity, and change in Commitment Level, if applicable, will apply for the balance of the Term Commitment, or until such time as it is otherwise adjusted. In addition, the effective date of the Buy Down is on the last anniversary date. No adjustment to prior billing will be made.

The Buy Down Penalty will be determined as follows:

- (a) The Average Rate, as defined in (D)(5)(b) above, will be multiplied by 20%.
- (b) The result in (D)(6)(a) is then multiplied first by the number of months remaining in the Term Commitment, as calculated from the last anniversary date, and then by the number of SONET TVP Channel Terminations by which the SONET Commitment Quantity is being reduced.

For example, assume the following:

- The Average Rate is \$5,400
 - 20% of \$5,400 = \$1,080
 - Remaining months in plan from the last anniversary date is = 36 months
 - Number of SONET TVP Channel Terminations reduced is = 10
 - The Buy Down Penalty is \$388,800 ($(\$1,080 \times 36 \times 10) = \$388,800$)
- (7) Should the Annual Review result in the automatic increase of the SONET Commitment Quantity, as described in (D)(4) above, such increase will be applied before Customer may exercise the Buy Down option. The Buy Down option does not relieve Customer of any Shortfall Penalties applicable pursuant to the Annual Review.

(E) Changes to SONET Commitment Quantity

- (1) At any time during the Term Commitment, Customer may increase the SONET Commitment Quantity. Such request must be submitted in writing to Verizon in accordance with the same requirements specified for SONET TVP Enrollment under (B)(1) above. If the increase in the SONET Commitment Quantity qualifies Customer for a higher Commitment Level, then the change in discount, as set forth in (A)(5) above, will be effective on the date Verizon receives Customer's written request to increase the SONET Commitment Quantity. No retroactive adjustment, prior to the date of Customer's request for the increased SONET Commitment Quantity, will be made for any additional discount that may be associated with Customer-initiated increase in the SONET Commitment Quantity.
- (2) In the event that Verizon sells all or a portion of its assets in a specific state(s) and ceases to provide Eligible SONET Services included in the SONET TVP at the time of sale, Customer has the option to reduce its SONET Commitment Quantity by up to the proportional number of

SONET TVP Channel Terminations included in the SONET Commitment Quantity, which are affected by such sale. In addition, Customer will be relieved of its minimum period obligations for those services affected by the sale. In no case shall the reduction to the SONET Commitment Quantity result in less than 20 SONET TVP Channel Terminations, as specified in (A)(3) above, if Customer continues to subscribe to a SONET TVP. Customer must provide written notification to Verizon of its election to decrease its SONET Commitment Quantity within thirty (30) days after completion of the sale. The resulting SONET Commitment Quantity and change in Commitment Level, if any, will be effective on the day of sale and will apply for the balance of the Term Commitment or until such time as it is otherwise adjusted.

If 100% of Customer's Eligible SONET Services are affected by a sale, resulting in cancellation of the entire SONET TVP, no termination liability or minimum period obligations will apply.

For example, assume the following:

- Customer has a SONET Commitment Quantity of 100 SONET TVP Channel Terminations and Commitment Level 2.
- Customer has 150 SONET TVP Channel Terminations in service.
- Verizon sells its assets where Customer has 15 affected SONET TVP Channel Terminations. The proportional number of SONET TVP Channel Terminations included in the SONET Commitment Quantity, which are affected by the such sale, is 10 $((15/150) \times 100 = 10)$.
- Customer chooses to reduce its SONET Commitment Quantity by 10 SONET TVP Channel Terminations.
- The SONET Commitment Quantity is reduced to 90 SONET TVP Channel Terminations, which changes Customer's Commitment Level to Level 1.

- (3) Customer may exercise a Buy Down option on its SONET Commitment Quantity, as defined in (D)(6) above.

(F) Addition of ACNAs Not Currently Included in a SONET TVP

- (1) This section (F) applies to the addition of ACNAs to an existing SONET TVP when such ACNAs are not currently included in a SONET TVP.
- (2) Subsequent to the initial Enrollment Date of a SONET TVP, Customer may, by written notification to Verizon in accordance with the requirements specified for SONET TVP Enrollment under (B)(1) above request additional ACNA(s) to be included in an existing SONET TVP subject to the terms and conditions of the Agreement. Once an ACNA is included in a SONET TVP, it cannot be included in any other SONET TVP, regardless of whether such SONET TVP is established by a separate legal entity. The addition of such ACNA(s), and the application of the terms and conditions applicable under the existing SONET TVP, including the discount and Term Commitment, will be effective on the date Verizon receives Customer's written notification.
- (3) For each ACNA being added to an existing SONET TVP, the SONET Commitment Quantity must be increased by the total number of SONET TVP Channel Terminations that are in-service for such ACNAs, as of the date of Verizon's receipt of the written notification.
- (4) No adjustment to prior billing will be made as a result of Customer's request to add ACNAs to the SONET TVP.

- (5) Verizon will not make changes to prevailing TISC, if any, applicable under the existing SONET TVP.

(G) Removal of ACNAs

- (1) Subsequent to the initial Enrollment Date of a SONET TVP, Customer may, by written notification to Verizon as specified in (B)(1) above, specify ACNA(s) and/or affiliates' ACNAs to be removed from a SONET TVP subject to the terms and conditions of the Agreement. The removal of such ACNA(s) from the SONET TVP will be effective on the date Verizon receives written notification. Reduction of SONET Commitment Quantity is only allowed as part of the Buy Down option, as defined in (D)(6).
- (2) No adjustment to prior billing will be made as a result of Customer's request to remove ACNAs from the SONET TVP.

(H) Changes in TVP Term Commitment

- (1) Prior to expiration of the Term Commitment for an existing SONET TVP, Customer may change the Term Commitment by canceling the existing plan and selecting a new plan with a Term Commitment which is equal to or longer than the original Term Commitment associated with the cancelled plan. Customer must choose from the Term Commitments specified in (A)(4) above. Termination liability charges as set forth in (K) below are not applicable when changing the Term Commitment, provided that the Term Commitment of the new plan is equal to or longer than the Term Commitment of the plan being cancelled. All SONET TVP terms and conditions, including termination liability, will apply to the new SONET TVP.
- (a) Customer may request Conversion Time-In-Service-Credit (C-TISC) for the period of time that the prior SONET TVP was in effect, beginning with the Enrollment Date of the SONET TVP being cancelled and ending one (1) day prior to enrollment date of new SONET TVP. C-TISC will be applied to the end of the Term Commitment. C-TISC reduces the number of months from the end of the selected Term Commitment to which termination liability charges are applicable.

For example, assume the following:

- Customer has an existing 3-year SONET TVP plan.
 - After completing 24 months of service, Customer converts its 3-year SONET TVP to a new plan with a 5-year Term Commitment.
 - Customer is eligible for 24 months of C-TISC. The amount of C-TISC must be specified by Customer at the time of subscription to the new plan in accordance with (K)(5) below.
- (2) Prior to expiration of its SONET TVP Term Commitment, if Customer changes its existing SONET TVP to a new SONET TVP of lesser Term Commitment than its current SONET TVP, termination liability will apply as described in (K) below. Any change of a SONET TVP Term Commitment, as described under this Section (H), will be a discontinuance of the current SONET TVP. Customer will be deemed to have subscribed to a new SONET TVP with the lesser Term Commitment effective on the day after the disconnection of the existing SONET TVP. All terms and conditions in the Agreement, including termination liability, will apply to such new SONET TVP with the lesser Term Commitment.

(I) Upgrade to Equal or Higher Speed Service

- (1) During the Term Commitment of a SONET TVP, Customer may upgrade Eligible SONET Services under a SONET TVP to an equal or higher speed optical service by disconnecting the Eligible SONET Service under the SONET TVP and installing the upgraded optical service, in accordance with the terms and conditions for that service. The upgraded optical service is subject to all terms, conditions, rates, and charges for the upgraded service, as specified by Verizon.

For the purpose of the SONET TVP, an upgrade includes an upgrade of one or multiple Custom Connect circuits to one higher bandwidth Custom Connect circuit, upgrade of one or multiple IBT circuits to one higher bandwidth IBT circuit, a conversion from Custom Connect or IBT to an equal or higher speed Dedicated SONET Ring (DSR), IntelliLight Optical Transport Service (IOTS), or Optical Hubbing Service (OHS).

- (2) Upgrades are subjected to all of the following terms and conditions being met:
 - (a) Both the discontinued Eligible SONET Service and the upgraded optical service are provided solely by Verizon; and
 - (b) The total bandwidth of the upgraded optical service is equal to or greater than the total bandwidth of the discontinued Eligible SONET Service. For example, two (2) in-service OC3 Custom Connect CDL Links may be upgraded to one (1) OC12 DSR service; and
 - (c) The orders to disconnect the existing Eligible SONET Service and install the upgraded optical service must be placed at the same time with due dates that are within ninety (90) days of each other; and
 - (d) The term commitment for the upgraded optical service must be equal to or greater than the Term Commitment for the discontinued Eligible SONET Service, except when an equal to or greater than term commitment period is not available under the upgraded optical service, in which case the service to which Customer is upgrading must be provided under the longest term commitment period available; and
 - (e) Customer must provide written notice of the upgrade to Verizon for its use no later than the next subsequent 12-month anniversary date. Such notice must include order number information, including the purchase order number (PON) and the circuit ID, of each disconnected service and the PON and the circuit ID of each new (replacing) service. Failure to provide written notification to Verizon within the allotted time will result in Customer forfeiting any adjustment to the SONET Commitment Quantity that would otherwise apply.
- (3) Customer will qualify for an adjustment (i.e., decrease) of its SONET Commitment Quantity, as set forth in (I)(4) below, if Customer is subject to Shortfall Penalties as a direct result of an upgrade of a SONET TVP Channel Termination pursuant to this section (I). Customer has the option to adjust its SONET Commitment Quantity, as set forth in (I)(4) below. The effective date of the adjusted SONET Commitment Quantity is the date Verizon receives written notification from Customer, as specified in (I)(2)(e) above.
- (4) If Customer failed to meet its SONET Commitment Quantity, as set forth in (D)(5) above, the SONET TVP Channel Terminations that qualify as upgrades under (1) and (2) above for the prior 12 months will be used to reduce Customer's SONET Commitment Quantity. The resulting reduced SONET Commitment Quantity, and change in Commitment Level, if applicable, will apply for the balance of the Term Commitment, or until such time as it is otherwise adjusted.

For example, assume the following:

- Customer has a SONET Commitment Quantity of 150 SONET TVP Channel Terminations and eligible upgrades for 20 SONET TVP Channel Terminations.
- The SONET Commitment Quantity will be reduced by 20 SONET TVP Channel Terminations, resulting in a revised SONET Commitment Quantity of 130 SONET TVP Channel Terminations.
- Customer will have met the SONET Commitment Quantity if the Average Quantity of SONET TVP Channel Terminations is equal to or greater than 130 SONET TVP Channel Terminations.

(J) TVP Renewal Options at the Expiration of SONET TVP

- (1) At the expiration (end) of its selected Term Commitment, Customer may:
 - (a) Select a new Term Commitment to establish a new SONET TVP. All terms and conditions of SONET TVP, including termination liability, shall apply to the new Term Commitment.
 - (b) Discontinue SONET TVP and continue receiving service under any then effective monthly recurring or term plan rates available to Customer.
- (2) Such request must be submitted in writing to Verizon in accordance with the requirements specified for SONET TVP Enrollment under (B)(1) above. If Customer fails to notify Verizon of its election, Verizon will continue sixty (60) additional calendar days of SONET TVP billing based on the previously effective SONET Commitment Quantity and Term Commitment or until written notification of an election is provided to Verizon, whichever is earlier.
- (3) If Customer does not notify Verizon of its election during the 60-day extension, a new SONET TVP will begin based on the previously effective SONET Commitment Quantity and Term Commitment. The Enrollment Date of the new SONET TVP is one day following the expiration date of the prior SONET TVP.
- (4) If at the expiration of the SONET TVP Term Commitment or during the 60-day extension, Customer chooses to discontinue SONET TVP and continue receiving service under a term plan, all applicable rates, terms, conditions, ordering processes, and obligations associated with the new service option will apply. However, if there is no service interruption, billing interruption, or other physical changes to an existing service being converted to the other term plan, nonrecurring charges will not apply for the conversion.

(K) Termination Liability

- (1) When Customer discontinues the entire SONET TVP prior to the end of the Term Commitment, termination liability applies to the SONET TVP Commitment Quantity on the date of discontinuance, unless such cancellation is associated with a Change in Term Commitment, as set forth in (H)(1) above, or when cancellation is due to sale of assets, as set forth in (E)(2) above, or when such cancellation is in accordance with (L)(2) below.
- (2) The termination liability charge applies in addition to any applicable minimum period charges as set forth in (M) below.

(3) The termination liability charge for the initial Term Commitment, which shall include any Term Commitment as a result of a Change in Term Commitment, as set forth in (H)(1) above, will be calculated as follows:

- (i) One hundred percent (100%) of the Average Rate (as set forth in (D)(5)(b) above) for each month or fraction thereof remaining of the first year, multiplied by the SONET Commitment Quantity plus
- (ii) Fifteen percent (15%) of the Average Rate (as set forth in (D)(5)(b) above) for each month or fraction thereof remaining in the Term Commitment after the first year, less any TISC or C-TISC which may be applicable, multiplied by the SONET Commitment Quantity.

(4) Termination liability for any renewal Term Commitment will be calculated as follows:

Fifteen percent (15%) of the Average Rate (as set forth in (D)(5)(b) above) for each month or fraction thereof remaining in the renewed Term Commitment, multiplied by the SONET Commitment Quantity.

(5) The termination liability amount due from Customer is not subject to any late payment charge. However, a late payment charge will apply if such amount is not paid by the bill due date of the month in which such amount first appears on the bill.

(6) TISC

- (a) TISC will be granted for each service being converted to the SONET TVP if at least one (1) of the services being converted has been in-service for at least two (2) years.
- (b) TISC will be applied to the end of the Term Commitment. TISC reduces the number of months from the end of the selected Term Commitment to which termination liability charges are applicable.
- (c) In order to determine the applicable TISC, first determine the longest time in-service for an Eligible SONET Service. Second, determine Customer's SONET TVP Term Commitment. Third, determine the TISC using the table set forth below. TISC will be granted based on the longest in-service time of any Eligible SONET Service being converted as part of the initial SONET TVP enrollment.

<u>Longest Time In-Service For Any Eligible SONET Service</u>	<u>SONET TVP Term Commitment</u>	<u>TISC Allowance For SONET TVP</u>
24 to 36 months	3, 5, or 7 Years	6 months credit
Over 36 months	3 Years	6 months credit
Over 36 months	5 or 7 Years	12 months credit

For example, if Customer had SONET TVP Channel Terminations with in-service time of 11 months, 18 months, 26 months, and 48 months and subscribed to a 3-Year SONET TVP, they would be eligible for 6 months of TISC, as set forth in the table. If that same customer subscribed to a 5-Year SONET TVP, they would be eligible for 12 months of TISC.

(d) Customer must request TISC at its initial SONET TVP Enrollment under (B)(1) above and provide the circuit identification (ID) and Service Date of the qualifying circuit(s).

total TISC granted to Customer would be 24 months.

(L) Termination Without Liability

- (1) Individual Eligible SONET Services (i.e., the SONET TVP itself is not cancelled) may be disconnected under the SONET TVP without the application of termination liability charges for SONET TVP Channel Terminations or for any other optical service rate elements which are billed on the same circuit.
- (2) In the event Verizon initiates a rate increase for Eligible SONET Service(s) or reduces the SONET TVP discounts and the total discounted monthly billing, for the affected Eligible SONET Service, increases by eight percent (8%) or more, Customer may cancel the SONET TVP without the application of termination liability. Customer must exercise its option to cancel the SONET TVP under these conditions by providing written notice to Verizon within sixty (60) calendar days of the date of the effective rate increase.

(M) Minimum Period

A one (1) year minimum period will apply to all rate elements of all Eligible SONET Services as well as optical services billed on the same circuit (i.e., circuit IDs) for the Eligible SONET Service(s) which are included in the SONET TVP. The minimum period is calculated from the Service Date of the Eligible SONET Service. If the Eligible SONET Service is disconnected prior to completion of the first year following the Service Date, a charge applies for the balance of the minimum period. This charge is equal to 100% of the monthly recurring rate for all Eligible SONET Services rate elements, including any applicable monthly recurring term plan rates, and any other optical service rate elements billed on the same circuit. The charge is equal to 100% of the non-discounted monthly recurring rate for the Eligible SONET Service, including any applicable monthly recurring term rates.

For example, assume the following:

- An Eligible SONET Service was established on January 1, 2006, and on July 1, 2006, the service is included in the SONET TVP as part of the initial enrollment.
- Upon conversion to SONET TVP, the Service Date of January 1, 2006 will be retained on that service.
- If such service is disconnected prior to December 31, 2006, (i.e., the end of the 1-year minimum period), the minimum period charge as specified in this section will apply.

For another example, assume the following:

- An Eligible SONET Service was established on January 1, 2000, and on July 1, 2006, the service is included in the SONET TVP as part of the initial enrollment.
- Upon conversion to SONET TVP, the Service Date of January 1, 2000, will be retained on that service.
- If such service is disconnected on January 1, 2007, the minimum period charge as specified in this section will not apply because the service has met its minimum period commitment.

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule as of the Product Schedule Effective Date.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1.1

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below

By: [Signature]
Printed: Scott C. Pierce
Title: Executive Director - Alliance Management
Date: March 6, 2007

By: [Signature]
Printed: Quentin Law
Title: Vice President
Date: March 8, 2007

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: _____

Printed: Vincent J. Woodbury
Title: Vice President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Verizon Select Services Inc.
Date:

Verizon Operating Telephone Companies

- Verizon Delaware LLC, a Delaware limited liability company
- Verizon Florida LLC, a Florida limited liability company
- Verizon Maryland Inc., a Maryland corporation
- Verizon New England Inc., a New York corporation
- Verizon New Jersey Inc., a New Jersey corporation
- Verizon New York Inc., a New York corporation
- Verizon Pennsylvania Inc., a Pennsylvania corporation
- Verizon Virginia Inc., a Virginia corporation
- Verizon Washington, DC Inc., a New York corporation
- Verizon West Virginia Inc., a West Virginia corporation
- Verizon California Inc., a California corporation
- Verizon North Inc., a Wisconsin corporation
- Verizon Northwest Inc., a Washington corporation
- Verizon South Inc., a Virginia corporation
- Verizon West Coast, Inc., a California corporation
- GTE Southwest Incorporated, d/b/a Verizon Southwest, a Delaware corporation
- Contel of the South, Inc., d/b/a Verizon North Systems, an Indiana corporation

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule as of the Product Schedule Effective Date.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1.1

By: _____
Printed: Scott C. Pierce
Title: Executive Director - Alliance Management
Date:

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below

By: _____
Printed: Quintin Lew
Title: Vice President
Date:

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

By: Vincent J. Woodbury

Printed: Vincent J. Woodbury
Title: Vice President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Verizon Select Services Inc.
Date:

Verizon Operating Telephone Companies

Verizon Delaware LLC, a Delaware limited liability company
Verizon Florida LLC, a Florida limited liability company
Verizon Maryland Inc., a Maryland corporation
Verizon New England Inc., a New York corporation
Verizon New Jersey Inc., a New Jersey corporation
Verizon New York Inc., a New York corporation
Verizon Pennsylvania Inc., a Pennsylvania corporation
Verizon Virginia Inc., a Virginia corporation
Verizon Washington, DC Inc., a New York corporation
Verizon West Virginia Inc., a West Virginia corporation
Verizon California Inc., a California corporation
Verizon North Inc., a Wisconsin corporation
Verizon Northwest Inc., a Washington corporation
Verizon South Inc., a Virginia corporation
Verizon West Coast, Inc., a California corporation
GTE Southwest Incorporated, d/b/a Verizon Southwest, a Delaware corporation
Contel of the South, Inc., d/b/a Verizon North Systems, an Indiana corporation