

AMENDMENT NO. ___
to the
INTERCONNECTION AGREEMENT
between
[VERIZON LEGAL ENTITY]
and
[CLEC FULL NAME]

This Amendment No. [NUMBER] (the "Amendment") is made by and between Verizon [LEGAL ENTITY] ("Verizon"), a [STATE OF INCORPORATION] corporation with offices at [VERIZON STATE ADDRESS], and [FULL CLEC NAME], a [CORPORATION/PARTNERSHIP] with offices at [CLEC ADDRESS] ("***CLEC Acronym TXT***"), and shall be deemed effective **[FOR CALIFORNIA]** upon Commission approval pursuant to Section 252 of the Act (the "Amendment Effective Date").] **[FOR ALL OTHER STATES:** on _____ (the "Amendment Effective Date").] Verizon and ***CLEC Acronym TXT*** are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the [State or Commonwealth] of [STATE/COMMONWEALTH NAME OF AGREEMENT] (the "State"/"Commonwealth").

WITNESSETH:

NOTE: DELETE THE FOLLOWING WHEREAS SECTION ONLY IF CLEC's AGREEMENT HAS USED AN ADOPTION LETTER:

[WHEREAS, Verizon and ***CLEC Acronym TXT*** are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated [INSERT DATE] (the " Agreement"); and]

NOTE: INSERT THE FOLLOWING WHEREAS SECTION ONLY IF CLEC's AGREEMENT USED AN ADOPTION LETTER:

[WHEREAS, pursuant to an adoption letter dated [INSERT DATE OF ACTUAL ADOPTION LETTER] (the "Adoption Letter"), ***CLEC Acronym TXT*** adopted in the [State or Commonwealth] of [STATE/COMMONWEALTH NAME], the interconnection agreement between [NAME OF UNDERLYING CLEC AGREEMENT] and VERIZON (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and]

WHEREAS, the Federal Communications Commission (the “FCC”) released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the “Triennial Review Order” or “TRO”), which became effective as of October 2, 2003; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the provisions of the TRO; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the rates, terms and conditions set forth in the TRO Attachment and the Pricing Exhibit to the TRO Attachment attached hereto. The TRO Attachment and any rates set forth in the Pricing Exhibit to the TRO Attachment shall apply notwithstanding any other provision of the Agreement or a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions (“SGAT”), unless, at ***CLEC Acronym TXT***’s option, it orders from a Verizon tariff or SGAT.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not necessarily be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the “Amended Agreement.” Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
6. Stay or Reversal of the TRO. Notwithstanding any contrary provision in the Agreement, this Amendment, the Parties’ tariffs or any Verizon SGAT, nothing contained in this Amendment shall limit either Parties’ right to appeal, seek

reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the ***State Commission TXT***, the FCC, any court or any other governmental authority related to, concerning or that may affect either Parties' obligations under the Agreement, this Amendment, a tariff, Verizon SGAT, or Applicable Law. The Parties acknowledge that certain provisions of the TRO are presently on appeal to the United States Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit"), and that a Writ of Mandamus relating to the TRO is presently pending before the D.C. Circuit.

- 6.1 Notwithstanding any other change of law provision in the Agreement, this Amendment, tariff or any Verizon SGAT, should the D.C. Circuit or the United States Supreme Court issue a stay of any or all of the TRO's provisions, any terms and conditions of this Amendment that relate to the stayed provisions shall be suspended, and shall have no force and effect, from the effective date of such stay until the stay is lifted. Should the D.C. Circuit or the United States Supreme Court reverse and vacate any or all of the TRO's provisions, then any terms and conditions of this Amendment that relate to the reversed and vacated provisions shall be voidable at the written election of either Party.
 - 6.2 Except as provided in Section 1.3, should the D.C. Circuit or the United States Supreme Court remand any or all of the TRO's provisions to the FCC for further proceedings without vacating those provisions, the terms and conditions of this Amendment that relate to the remanded provisions shall remain in effect during the pendency of the remand proceeding. In the event of a stay, or reversal and vacatur, ***CLEC Acronym TXT*** shall purchase and access UNEs and related services in accordance with the terms of the Agreement and the remaining effective terms of this Amendment, and/or, at ***CLEC Acronym TXT***'s option, Verizon's tariffs and SGATs.
7. Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.

SIGNATURE PAGE

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

*****CLEC Full Name TXT*****

VERIZON*IF Verizon Company Full Name
2 TXT
!= ""*****

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

[FOR CALIFORNIA, FLORIDA AND PENNSYLVANIA ONLY, ADD:]

Date: _____

Date:

TRO Attachment

1. General Conditions

- 1.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, Verizon shall be obligated to provide access to unbundled Network Elements (“UNEs”), combinations of unbundled Network Elements (“Combinations”), UNEs commingled with wholesale services (“Commingling”), and/or related services to ***CLEC Acronym TXT*** under the terms of this Amended Agreement to the extent required by (a) 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, (b) 47 U.S.C. § 271(c) and 47 C.F.R. Part 51, and/or (c) other Applicable Law (including, but not limited to, orders and rules of the ***State Commission TXT***).
- 1.2 Verizon shall offer UNEs to ***CLEC Acronym TXT*** for the purpose of offering a Qualifying Service or a combination of Qualifying and non-qualifying services. ***CLEC Acronym TXT*** may use individual UNEs, commingled UNEs, or combinations of UNEs, to provide any feature, function, capability, or service option that such UNEs are technically capable of providing, except as may be specifically limited herein.
- 1.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon is required, by a change in Applicable Law, to provide to ***CLEC Acronym TXT*** pursuant to (a) 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, (b) 47 U.S.C. § 271(c) and 47 C.F.R. Part 51, and/or (c) other Applicable Law, a UNE, Combination, or Commingling that is not offered under the Amended Agreement, the Parties will meet to negotiate an appropriate amendment to the Agreement that will contain the rates, terms and conditions for such UNE, Combination, or Commingling. In the meantime, ***CLEC Acronym TXT*** may access such UNE, Combination, or Commingling pursuant to an applicable Verizon tariff, or may access such UNE, Combination, or Commingling. In no event will Verizon delay providing such UNE, Combination, or Commingling.
- 1.4 Verizon reserves the right to argue in any proceeding before the ***State Commission TXT***, the FCC or another governmental body of competent jurisdiction that an item identified in the Agreement or this Amendment as a Network Element (a) is not a Network Element under 47 U.S.C. § 251(c)(3), (b) is not a Network Element Verizon is required by 47 U.S.C. § 251(c)(3) to provide to ***CLEC Acronym TXT***, or (c) is an item that Verizon is not required to offer to ***CLEC Acronym TXT*** at the rates set forth in the Amended Agreement.

- 1.5 ***CLEC Acronym TXT*** reserves the right to argue in any proceeding before the ***State Commission TXT***, the FCC or another governmental body of competent jurisdiction that an item not identified in the Agreement or this Amendment as a Network Element (a) is a Network Element under 47 U.S.C. § 251(c)(3), (b) is a Network Element Verizon is required by 47 U.S.C. § 251(c)(3) to provide to ***CLEC Acronym TXT***, ***, (c) is a Network Element under, or an item Verizon must otherwise provide pursuant to, 47 U.S.C. 271, (d) is a Network Element under, or an item Verizon must otherwise provide pursuant to, Applicable Law, or (e) is an item that Verizon is required to offer to ***CLEC Acronym TXT*** at the rates set forth in the Amended Agreement.

2. TRO Glossary

Notwithstanding any other provision in the Agreement, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:

2.1 Act.

The Communications Act of 1934, as amended (47 U.S.C. § 151, *et. seq.*).

2.2 Applicable Law.

All laws, rules and regulations, including, but not limited to, the Act, effective rules, regulations, decisions and orders of the FCC and the ***State Commission TXT***, and all orders and decisions of courts of competent jurisdiction.

2.3 Batch Cut Process.

A process, approved by the ***State Commission TXT***, by which the incumbent LEC simultaneously migrates two or more loops from one carrier's local circuit switch to another carrier's local circuit switch, giving rise to operational and economic efficiencies not available when migrating loops from one carrier's local circuit switch to another carrier's local circuit switch on a line-by-line basis.

2.4 Call-Related Databases.

Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number

portability databases by means of physical access at the signaling transfer point linked to the unbundled databases.

2.5 Commingling.

The connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from an incumbent LEC, or the combining of an unbundled network element, or a combination of unbundled network elements, with one or more such facilities or services. “Commingling” means the act of commingling.

2.6 Copper Loop.

A stand-alone local loop comprised entirely of copper wire or cable. Copper loops include, but are not limited to, two-wire and four-wire analog voice-grade copper loops, digital copper loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the copper loops are in service or held as spares. The copper loop includes any attached transmission electronics, including, but not limited to, time division multiplexing technology.

2.7 Copper Subloop.

A portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in an incumbent LEC’s outside plant and the end-user customer premises. Copper subloop includes, but is not limited to, Inside Wire and House and Riser Cable owned or controlled by the incumbent LEC. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.

2.8 Dark Fiber Loop.

Fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.

2.9 Dark Fiber Transport.

Dark fiber transport consists of unactivated fiber optic interoffice transmission facilities.

2.10 Dedicated Transport.

Transmission facilities that connect incumbent LEC switches or wire centers, that are dedicated to a particular customer or carrier.

2.11 Demarcation Point.

As defined at section 68.3 of the FCC's rules.

2.12 DS1 Dedicated Transport.

Consists of incumbent LEC interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier.

2.13 DS3 Dedicated Transport.

Consists of incumbent LEC interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

2.14 DS1 Loop.

A digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.

2.15 DS3 Loop.

A digital local loop having a total digital signal speed of 44.736 megabytes per second.

2.16 Enhanced Extended Link.

Consists of a combination of an unbundled loop and unbundled dedicated transport, and may sometimes include additional electronics (*e.g.*, multiplexing equipment) and/or entrance facility, together with any facilities, equipment, or functions necessary to combine those network elements.

2.17 Effective Date.

The date on which this Amendment is approved by the ***State Commission TXT*** or becomes effective pursuant to operation of law.

2.18 Enterprise Switching.

Local circuit switching that is used for the purpose of serving ***CLEC Acronym TXT*** customers using DS1 or above capacity loops.

2.19 FCC. The Federal Communications Commission.

2.20 Feeder.

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

2.21 Fiber-to-the-Home (FTTH) Loop.

A local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end user's customer premises.

2.22 House and Riser Cable.

A distribution facility in Verizon's network between the minimum point of entry ("MPOE") at a multiunit premises where an end user customer is located and the Demarcation Point for such facility, that is owned and/or controlled by Verizon.

2.23 Hybrid Loop.

A local loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

2.24 Inside Wire.

All loop plant owned or controlled by the incumbent LEC at a multiunit customer premises between the minimum point of entry as defined in § 68.105 of the FCC's rules and the point of demarcation of the incumbent LEC's network as defined in section 68.3 of the FCC's rules.

2.25 Intermodal.

Refers to facilities or technologies other than those found in traditional telephone networks, but that are utilized to provide competing services. Intermodal facilities or technologies include, but are not limited to, traditional or new cable plant, wireless technologies, and power line technologies.

2.26 Line Conditioning.

The removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.

2.27 Line Sharing.

The process by which a requesting telecommunications carrier provides digital subscriber line (DSL) service over the same copper loop that the incumbent LEC uses to provide voice service, with the incumbent LEC using the low frequency portion of the loop and the requesting telecommunications carrier using the high frequency portion of the loop. The high frequency portion of the loop consists of the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions. This portion of the loop includes the features, functions, and capabilities of the loop that are used to establish a complete transmission path on the high frequency range between the incumbent LEC's distribution frame (or its equivalent) in its central office and the demarcation point at the end-user customer premises, and includes the high frequency portion of any inside wire owned or controlled by the incumbent LEC.

2.28 Line Splitting.

The process in which one competitive LEC provides narrowband voice service over the low frequency portion of a copper loop and a second competitive LEC provides digital subscriber line service over the high frequency portion of that same loop.

2.29 Local Circuit Switching.

Encompasses all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local circuit switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions.

2.30 Local Loop.

A transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises. The local loop includes all features, functions, and capabilities of such transmission facility, including the network interface device. It also includes all electronics, optronics, and

intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises as well as any inside wire owned or controlled by the incumbent LEC that is part of that transmission path.

2.31 Mass Market Switching.

Local Circuit Switching or Tandem Switching that is used for the purpose of serving ***CLEC Acronym TXT*** customers using DS0 loops.

2.32 Minimum Point of Entry (MPOE).

As defined at section 68.105 of the FCC's rules.

2.33 Network Interface Device (NID).

Any means of interconnection of customer premises wiring to the incumbent LEC's distribution plant, such as a cross-connect device used for that purpose.

2.34 Nonconforming Facility.

Any facility that Verizon was providing to ***CLEC Acronym TXT*** on an unbundled basis pursuant to the Agreement or a Verizon tariff or SGAT, but which Verizon is no longer obligated to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Nonconforming Facility does not include facilities that Verizon is required to provide pursuant to Applicable Law, including, but not limited to, Section 271 of the Act and State-specific regulatory requirements.

2.35 Non-Qualifying Service.

A service that is not a Qualifying Service.

2.36 Operator Services.

Any automatic or live assistance to a customer to arrange for billing or completion, or both, of a telephone call.

2.37 Operations Support Systems.

Consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by an incumbent LEC's databases and information.

2.38 Point of Technically Feasible Access.

Any point in the incumbent LEC's outside plant where a technician can access the copper wire within a cable without removing a splice case.

Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface. A point of technically feasible access, as used in relation to access to multiunit premises wiring, is any point in the incumbent LEC's outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

2.39 Qualifying Service.

A telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of the incumbent LECs, including, but not limited to, local exchange service, such as plain old telephone services, and access services, such as digital subscriber line services and high-capacity circuits.

2.40 Rolling Access.

The use of unbundled local circuit switching for a limited period of time for end-user customers to whom a requesting telecommunications carrier seeks to provide service.

2.41 Route.

A transmission path between one of an incumbent LEC's wire centers or switches and another of the incumbent LEC's wire centers or switches. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g., wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

2.42 Routine Network Modification.

An activity that the incumbent LEC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to a DS1 loop to activate such loop for its own customer. They also include activities needed to enable a requesting telecommunications carrier to obtain access to a dark fiber

loop. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a requesting telecommunications carrier.

2.43 Service Management Systems.

Computer databases or systems not part of the public switched network that interconnect to the service control point and send to the service control point information and call processing instructions needed for a network switch to process and complete a telephone call, and provide a telecommunications carrier with the capability of entering and storing data regarding the processing and completing of a telephone call.

2.44 Shared Transport.

The transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC network.

2.45 Signaling Networks.

Signaling networks includes, but is not limited to, signaling links and signaling transfer points.

2.46 State Commission.

State Commission TXT. Generally, the commission, board, or official (by whatever name designated) which under the laws of any state has regulatory jurisdiction with respect to intrastate operations of carriers. As referenced in this Amended Agreement, this term may include the FCC if it assumes responsibility for a proceeding or matter, pursuant to Section 252(e)(5) of the Act or § 51.320 of the FCC's rules. This term shall also include any person or persons to whom the state commission has delegated its authority under sections 251 and 252 of the Act and the FCC's rules.

2.47 Subloop for Access to Multiunit Premises Wiring.

Any portion of the loop that is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises. One category of this subloop is inside wire, which is defined elsewhere in this agreement.

2.48 Sub-Loop Distribution Facility.

The portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface.

2.49 Tandem Switching.

A subset of local circuit switching network element that is required to be provided by the incumbent LEC on an unbundled basis. See definition of "Local Circuit Switching."

2.50 Transitional Four-Line Carve-Out.

The four-line "carve-out" for unbundled switching established in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, 15 FCC Rcd 3822-31, paras. 276-98 (1999), reversed and remanded in part sub. nom. United States Telecom Ass'n v. FCC, 290 F.3d 415 (D.C. Cir. 2002).

2.51 Triennial Review Order.

The FCC's *Report and Order and Order on Remand and Further Notice of Proposed Rulemaking*, CC Docket Nos. 01-338, 96-98, and 98-147 (rel. August 21, 2003; errata rel. September 17, 2003).

2.52 Verizon East.

The legacy Bell Atlantic/NYNEX territory.

3. UNE TRO Provisions

3.1 Local Loops. Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to the local loop on an unbundled basis, in accordance with Section 251(c)(3) of the Act, sections 51.319(a)(1) through 51.319(a)(9) of the FCC's rules, and Applicable Law (including, but not limited to, 47 U.S.C. §271 and State Law).

3.1.1 Copper Loops. Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to the copper loop on an unbundled basis. The availability of DS1 and DS3 copper loops shall be subject to the requirements of sections 51.319(a)(4) and 51.319(a)(5) of the FCC's rules, and Applicable Law.

3.1.2 Hi-Cap Loops. Notwithstanding any other provision of the Agreement:

3.1.2.1 DS1 Loops. Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to a DS1 loop on an unbundled basis in accordance with Applicable Law (including, but not limited to, 47 U.S.C. §271 and State Law), except as otherwise provided in Section 3.1.2.3 below.

3.1.2.2 DS3 Loops. Subject to the cap set forth in 47 C.F.R. section 51.319(a)(5)(iii) of the FCC's rules, Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to a DS3 loop on an unbundled basis in accordance with Applicable Law (including, but not limited to, 47 U.S.C. §271 and State Law), except as otherwise provided in Section 3.1.2.3 below.

3.1.2.3 Nonimpairment. Subject to the provisions of Section 3.9, Verizon shall be relieved of its obligation under Section 251(c)(3) of the Act only to provide ***CLEC Acronym TXT*** with access to DS1 Loops or DS3 Loops under the Amended Agreement at a specific customer location upon a finding, in a final and non-appealable order by the [***State Commission TXT***] or the FCC, that requesting telecommunications carriers are not impaired without access to such DS1 Loops or DS3 Loops at such customer location.

3.1.2.4 Notwithstanding anything to the contrary, Verizon shall provide or continue to provide ***CLEC Acronym TXT*** with nondiscriminatory access to DS1 loops and/or DS3 loops as required pursuant to Applicable Law, including, but not limited to, Section 271 of the Act and State-specific requirements, which loops shall not be considered Nonconforming Facilities.

3.1.3 FTTH Loops.

3.1.3.1 New Builds. Verizon shall not be required to provide nondiscriminatory access to an FTTH loop on an unbundled basis pursuant to Section 251(c)(3) when Verizon deploys such a loop to an end-user customer premises that previously has not been served by any loop facility.

3.1.3.2 Overbuilds. Verizon shall not be required to provide nondiscriminatory access to an FTTH loop on an unbundled basis pursuant to Section 251(c)(3) when Verizon has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that:

3.1.3.2.1 Verizon shall maintain the existing copper loop connected to the particular customer premises after deploying the FTTH loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless Verizon retires the copper loop pursuant to Section 3.1.3.3 of this Amendment and in accordance with Applicable Law (including, but not limited to, Section 51.319(a)(3)(iii) of the FCC's rules).

3.1.3.2.2 In the event that Verizon maintains the existing copper loop pursuant to Section 3.1.3.3 of this Amendment and Section 51.319(a)(3)(ii)(A) of the FCC's rules, Verizon need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to section 51.319(a)(3)(ii)(A) of the FCC's rules, in which case Verizon shall restore the copper loop to serviceable condition upon ***CLEC Acronym TXT***'s request.

3.1.3.2.3 If Verizon retires the copper loop pursuant to Section 3.1.3.3 of this Amendment and Section 51.319(a)(3)(iii) of the FCC's rules, Verizon shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH loop on an unbundled basis.

3.1.3.3 Retirement of Copper Loops or Copper Subloops. Prior to retiring any Copper Loop or Copper Subloop that has been replaced with an FTTH loop, including, but not limited to, House and Riser Cable and Insider Wire, Verizon must comply with (a) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in section 51.325 through section 51.335 of the FCC's rules, and (b) any applicable state requirements, and provision an alternative service over any available,

compatible facility (e.g., copper or fiber) to ***CLEC Acronym TXT*** or its end user

3.1.4 Hybrid Loops Generally.

3.1.4.1 Hybrid Loops: Verizon shall be required to provide nondiscriminatory access to hybrid loops on an unbundled basis, including narrowband and/or broadband transmission capabilities, pursuant to Applicable Law, including, but not limited to, Section 271 of the Act and state law.

3.1.4.2 Broadband Services. Pursuant to Section 251(c)(3), when ***CLEC Acronym TXT*** seeks access to a Hybrid Loop for the provision of “broadband services,” as such term is defined by the FCC, Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist), on an unbundled basis, to establish a complete transmission path between Verizon’s central office and an end user’s customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.1.4.3 Narrowband Services. Pursuant to Section 251(c)(3), when ***CLEC Acronym TXT*** seeks access to a Hybrid Loop for the provision of “narrowband services,” as such term is defined by the FCC, Verizon shall either (a) provide nondiscriminatory access, on an unbundled basis, to a spare home-run copper Loop serving that customer, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire hybrid loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology.

3.1.5 IDLC Hybrid Loops. If ***CLEC Acronym TXT*** requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall provide ***CLEC Acronym TXT*** unbundled access to a transmission path over hybrid loops served by IDLC systems, which shall be either through a spare copper facility or through the availability of Universal DLC systems. If neither of the aforementioned options is available, Verizon shall provide ***CLEC Acronym TXT*** a technically feasible method of unbundled access.

3.1.6 Dark Fiber Loops. Except as otherwise provided in this section, Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to a dark fiber loop on an unbundled basis. Subject to the provisions of Section 3.9, Verizon shall be relieved of its obligation under Section 251(c)(3) of the Act to provide ***CLEC Acronym TXT*** with access to Dark Fiber Loops under the Amended Agreement at a specific customer location upon a finding in a final and non-appealable order by the [***State Commission TXT***] or the FCC that requesting telecommunications carriers are not impaired without access to such Loops at such customer location.

3.2 Line Sharing and Line Splitting.

3.2.1 Line Sharing.

3.2.1.1 Verizon shall provide nondiscriminatory access to Line Sharing on an unbundled basis pursuant Applicable Law, including, but not limited to, Section 271 of the Act and state law.

3.2.1.2 The *Triennial Review Order* has no impact on the independent obligations on Verizon East pursuant to Section 271 of the Act, under which Verizon must provide Line Sharing on an unbundled basis, at just and reasonable Commission approved UNE rates.

3.2.1.3 Notwithstanding anything to the contrary, Line Sharing elements and facilities that are required to be unbundled pursuant to Applicable Law, including, but not limited to, an order of the ***State Commission TXT***, a court of competent jurisdiction, and Section 271 of the Act, shall not be considered Nonconforming Facilities.

3.2.1.4 Pursuant to section 251(c)(3), Verizon shall also provision new Line Sharing arrangements under the Agreement. New Line Sharing arrangements means those arrangements serving end user customers acquired after October 2, 2003. Verizon shall provide new Line Sharing arrangements on a transitional basis pursuant to the rates, terms and conditions prescribed by the FCC in the *Triennial Review Order* and 47 C.F.R. Part 51, and as otherwise required by Applicable Law (including, but not limited to, 47 U.S.C. §271 and State Law).

3.2.1.5 Grandfathered Line Sharing. Pursuant to section 251(c)(3), any existing Line Sharing arrangement in place with an end user customer of ***CLEC Acronym TXT*** will be grandfathered at existing rates, provided ***CLEC Acronym TXT*** acquired the end user customer for xDSL service, using or with the intent to use Line Sharing, prior to October 2, 2003, and only so long as ***CLEC Acronym TXT*** has not ceased providing xDSL service to that end user customer.

3.2.2 Line Splitting. Verizon shall provision Line Splitting arrangements under the Agreement pursuant to Applicable Law, including, but not limited to, Sections 271 and 251(c)(3), 47 C.F.R. Part 51, and State Law. Verizon shall enable ***CLEC Acronym TXT*** to engage in line splitting using a splitter collocated at the Central Office.

3.2.2.1 Verizon's obligation to provide ***CLEC Acronym TXT*** with the ability to engage in line splitting applies regardless of whether the carrier providing voice service provides its own switching or obtains local circuit switching as an unbundled network element pursuant to 47 U.S.C. §251(c)(3), 47 U.S.C. §271(c), or Applicable Law.

3.2.2.2 Verizon shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

3.2.2.3 ***CLEC Acronym TXT*** CLECs may utilize the LSR process to order line splitting.

3.3 Line Conditioning.

Verizon shall condition a copper loop, at no cost, where ***CLEC Acronym TXT*** seeks access to a copper loop, the high frequency portion of a copper loop, or a copper subloop to ensure that the copper loop or copper subloop is suitable for providing digital subscriber line services, including those provided over the high frequency portion of the copper loop or copper subloop, whether or not Verizon offers advanced services to the end-user customer on that copper loop or copper subloop.

3.3.1 Insofar as it is technically feasible, Verizon shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

- 3.3.2 Where ***CLEC Acronym TXT*** seeks access to the high frequency portion of a copper loop or copper subloop and Verizon claims that conditioning that loop or subloop will significantly degraded, as defined in section 51.233 of the FCC's rules, the voiceband services that Verizon is currently providing over that loop or subloop, Verizon must either:
- (a) Locate another copper loop or copper subloop that has been or can be conditioned, migrate Verizon's voiceband service to that loop or subloop, and provide ***CLEC Acronym TXT*** with access to the high frequency portion of that alternative loop or subloop; or
 - (b) Make a showing to the state commission that the original copper loop or copper subloop cannot be conditioned without significantly degrading voiceband services on that loop or subloop, as defined in section 51.233 of the FCC's rules, and that there is no adjacent or alternative copper loop or copper subloop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.
- 3.3.3 If, after evaluating Verizon's showing under section 51.319(a)(1)(ii)(D)(2) of the FCC's rules, the state commission concludes that a copper loop or copper subloop cannot be conditioned without significantly degrading the voiceband service, Verizon cannot then or subsequently condition that loop or subloop to provide advanced services to its own customers without first making available to ***CLEC Acronym TXT*** the high frequency portion of the newly conditioned loop or subloop.
- 3.4 Maintenance, Repair, and Testing. Verizon shall provide, on a nondiscriminatory basis, physical loop test access points to ***CLEC Acronym TXT*** at the splitter, through a cross-connection to ***CLEC Acronym TXT***'s collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the purpose of testing, maintaining, and repairing copper loops and copper subloops.
- 3.5 Subloop. Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to subloops on an unbundled basis pursuant to Applicable Law.
- 3.5.1 Copper Subloops. Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to a copper subloop on an unbundled basis.

- 3.5.2 Collocation. Access to the copper subloop shall be subject to sections 51.321 and 51.323 of the FCC's collocation rules.
- 3.5.3 Access to Multiunit Premises Wiring. Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to the subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of loop that the ***CLEC Acronym TXT*** seeks to provision for its customer.
- 3.5.4 Single Point of Interconnection. Upon notification by ***CLEC Acronym TXT*** that it requests interconnection at a multiunit premises where Verizon owns, controls, or leases wiring, Verizon shall provide a single point of interconnection that is suitable for use by multiple carriers. This obligation shall be in addition to Verizon's obligations, under section 51.319(b)(2) of the FCC's' rules, to provide nondiscriminatory access to a subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point. If Verizon and ***CLEC Acronym TXT*** are unable to negotiate rates, terms, and conditions under which Verizon will provide this single point of interconnection, then any issues in dispute regarding this obligation shall be resolved in state proceedings under Section 252 of the Act.
- 3.5.5 Technical Feasibility. If Verizon and ***CLEC Acronym TXT*** are unable to reach agreement through voluntary negotiations as to whether it is technically feasible, or whether sufficient space is available, to unbundled a copper subloop or subloop for access to multiunit premises wiring at the point where ***CLEC Acronym TXT*** requests, Verizon shall have the burden of demonstrating to the state commission, in state proceedings under Section 252 of the Act, that there is not sufficient space available, or that it is not technically feasible to unbundled the subloop at the point requested by ***CLEC Acronym TXT***.
- 3.5.6 Best Practices. Once one state commission has determined that it is technically feasible to unbundled subloops at a designated point, Verizon, in any state, shall have the burden of demonstrating to the state commission, in state proceedings under Section 252 of the Act, that it is not technically feasible, or that sufficient space is not available, to unbundle its own subloops at such a point.
- 3.6 Network Interface Device. Apart from its obligation to provide the network interface device (NID) functionality as part of an unbundled loop or subloop, Verizon shall provide nondiscriminatory access to the NID on an unbundled basis. Verizon shall permit ***CLEC Acronym TXT*** to connect its own loop facilities to on-premises wiring through Verizon's NID, or at any other technically feasible point.

- 3.7 Unbundled Local Circuit Switching. Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to local circuit switching, including tandem switching, on an unbundled basis, in accordance with Applicable Law, which includes, but is not limited to, Sections 251 and 271 of the Act, Section 51.319(d) of the FCC's rules, and specific State law requirements.
- 3.7.1 Mass Market Switching. Verizon shall provide Mass Market Switching to ***CLEC Acronym TXT*** under the Amended Agreement. Such Mass Market Switching will be provided on a nondiscriminatory, unbundled basis, in accordance with Applicable Law, which includes, but is not limited to, Sections 251 and 271 of the Act, Section 51.319(d) of the FCC's rules, and specific State law requirements.
- 3.7.1.1 **[Insert for NY Agreement:** In addition to any other requirements set forth herein or mandated by Applicable Law, Verizon will provide Mass Market Switching under the Amended Agreement in accordance with the Pre-Filing Statement of Bell Atlantic-New York, filed with the New York Public Service Commission on April 6, 1998 in Case 97-C-0271, the Verizon Incentive Plan, approved by the Commission on February 27, 2002 in Case 00-C-1945, settlements or stipulations filed by Verizon, and any other Orders, Rules or requirements of the Commission.] **[Insert for PA Agreement:** In addition to any other requirements set forth herein or mandated by Applicable Law, Verizon will provide local circuit switching in accordance with the determination of the Pennsylvania Public Utility Commission that the FCC's *Triennial Review Order* does not relieve Verizon of its obligation to provide requesting carriers with access to its local circuit switching. See, e.g., *Joint Petition of NextLink, et al*, Docket Nos. P-00991648 and P-00991649, Opinion and Order (entered Sept. 30, 1999); *Investigation into the Obligations of Incumbent Local Exchange Carriers to Unbundle Local Circuit Switching for the Enterprise Market*, Docket No. I-00030100, Order, (Dec. 18, 2003); 47 U.S.C. § 271]
- 3.7.2 Enterprise Switching. Verizon shall be obligated to provide Enterprise Switching where the ***State Commission TXT*** has ordered Verizon to provide Enterprise Switching under state law or where the ***State Commission TXT*** petitions the FCC for a waiver of the FCC's finding of no impairment in accordance with the conditions set forth in 47 C.F.R. Section 51.319(d)(2)(i) and the FCC grants such waiver. During the pendency of the state

commission investigation and the FCC's resolution of the state commission's waiver petition, Verizon shall continue to provide Enterprise Switching to ***CLEC Acronym TXT***.

[Insert for NY Agreement: In addition to any other requirements set forth herein or mandated by Applicable Law, Verizon will provide switching under the Amended Agreement in accordance with the Pre-Filing Statement of Bell Atlantic-New York, filed with the New York Public Service Commission on April 6, 1998 in Case 97-C-0271, the Verizon Incentive Plan, approved by the Commission on February 27, 2002 in Case 00-C-1945, settlements or stipulations filed by Verizon, and any other Orders, Rules or requirements of the Commission.]

[Insert for PA Agreement: In addition to any other requirements set forth herein or mandated by Applicable Law, Verizon will provide switching in accordance with the determination of the Pennsylvania Public Utility Commission that the FCC's *Triennial Review Order* does not relieve Verizon of its obligation to provide requesting carriers with access to its local circuit switching. See, e.g., *Joint Petition of NextLink, et al*, Docket Nos. P-00991648 and P-00991649, Opinion and Order (entered Sept. 30, 1999); *Investigation into the Obligations of Incumbent Local Exchange Carriers to Unbundle Local Circuit Switching for the Enterprise Market*, Docket No. I-00030100, Order, (Dec. 18, 2003); 47 U.S.C. § 271]

- 3.7.2.1 In the absence of an obligation on Verizon to provide Enterprise Switching pursuant to Applicable Law or during the pendency of an FCC waiver petition, ***CLEC Acronym TXT*** shall transfer its end-user customers served using Enterprise Switching to an alternative network arrangement or at its option an alternative price structure to be negotiated by the Parties, pursuant to the just and reasonable pricing standards required by the Act, within 90 days of the Effective Date or such longer period as may be specified in the Amended Agreement. Should ***CLEC Acronym TXT*** and Verizon be unable to agree upon an alternative price structure within 60 days, either Party may file for arbitration of the issue with the ***State Commission TXT*** or other appropriate regulatory authority, or pursue the matter in another appropriate forum in accordance with Applicable Law.
- 3.7.2.2 Nothing in Section 3.7.2 or its subparts shall be construed to eliminate or in any way limit Verizon's obligation to provide Enterprise Switching under 47 U.S.C. §271(c).

3.7.3 Other Local Circuit Switching-Related Elements to be Unbundled.

Verizon shall make available on an unbundled basis elements relating to the local circuit switching as set forth in section 51.319(d)(4)(i) and section 51.319(d)(4)(ii) of the FCC's rules.

3.7.3.1 Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to signaling, call-related databases, and shared transport facilities on an unbundled basis, in accordance with Sections 251(c)(3) and 271 of the Act, section 51.319 of the FCC's rules and the orders and rules of the ***State Commission TXT***..

3.7.3.1.1 Where ***CLEC Acronym TXT*** purchases unbundled local circuit switching from Verizon pursuant to Sections 251(c)(3) and 271 of the Act or state law, Verizon shall allow ***CLEC Acronym TXT*** to use Verizon's service control point element in the same manner, and via the same signaling links, as Verizon itself.

3.7.3.1.2 Where ***CLEC Acronym TXT*** purchases unbundled local circuit switching from Verizon pursuant to Sections 251(c)(3) and 271 of the Act or state law, Verizon shall allow ***CLEC Acronym TXT*** to use its service management systems by providing ***CLEC Acronym TXT*** with the information necessary to enter correct, or format for entry, the information relevant for input into Verizon's service management system, including access to design, create, test, and deploy advanced intelligent network-based services at the service management system, through a service creation environment, that Verizon provides to itself. Verizon shall not be required to unbundle the services created in the advanced intelligent network platform and architecture that qualify for proprietary treatment.

3.7.3.2 Verizon shall provide ***CLEC Acronym TXT*** nondiscriminatory access to operator services and directory assistance on an unbundled basis, in accordance with Sections 251(c)(3) and 271 of the Act, section 51.319 of the FCC's rules and state law, if Verizon does not provide ***CLEC Acronym TXT*** with customized routing, or a compatible signaling protocol, necessary to use either a competing provider's operator

services and directory assistance platform or ***CLEC Acronym TXT***'s own platform.

3.7.4 End-User Transition. Where the ***State Commission TXT*** has found that requesting telecommunications carriers are not impaired within the terms of 47 U.S.C. §251(c)(3) without access to Mass Market Switching in a particular market, ***CLEC Acronym TXT*** shall commit to an implementation plan with Verizon for the migration of the embedded unbundled switching mass market customer base within two (2) months of the date the state commission Order finding nonimpairment becomes final and non-appealable. ***CLEC Acronym TXT*** may no longer obtain access to unbundled local circuit switching pursuant to 47 U.S.C. §251(c)(3) five (5) months after the state commission determination, except, where applicable, on a transitional basis as described in section 51.319(d)(3)(iii)(C) of the FCC's rules. In the event an end user cannot be migrated to a UNE-Loop arrangement, whether due to the existence of IDLC or another impediment, ***CLEC Acronym TXT*** may continue to serve the end user utilizing unbundled Local Circuit Switching and the full UNE-Platform (at TELRIC rates).

3.7.4.1 Month 13: Thirteen months after the date the state commission Order finding nonimpairment under Section 251(c)(3) becomes final and non-appealable, ***CLEC Acronym TXT*** must submit migration orders for one-third of all its unbundled local circuit switching end-user customers.

3.7.4.2 Month 20: Twenty months after the date the state commission Order finding nonimpairment under Section 251(c)(3) becomes final and non-appealable, ***CLEC Acronym TXT*** must submit migration orders for half of its remaining unbundled local circuit switching end-user customers, as calculated pursuant to section 51.319(d)(2)(iv)(A)(1) of the FCC's rules; and

3.7.4.3 Month 27: Twenty-seven months after the date the state commission Order finding nonimpairment under Section 251(c)(3) becomes final and non-appealable, ***CLEC Acronym TXT*** must submit migration orders for its remaining unbundled local circuit switching end-user customers.

3.7.4.4 Operational Aspects of Migration. ***CLEC Acronym TXT*** and Verizon shall jointly submit the details of their implementation plans for each market to the state

commission within two (2) months of the date the state commission Order finding nonimpairment under Section 251(c)(3) becomes final and non-appealable. ***CLEC Acronym TXT*** shall notify the state commission when it has submitted its orders for migration. Verizon shall notify the state commission when it has completed the migration.

- 3.7.5 Until the ***State Commission TXT*** completes its review to determine whether to require continued provision of unbundled local switching pursuant to Section 251(c)(3), ***CLEC Acronym TXT*** may obtain from Verizon unbundled switching pursuant to State-specific obligations or requirements, and/or, at ***CLEC Acronym TXT***'s option, the four-line "carve-out" established in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, 15 FCC Rcd 3822-31, paras. 276-98 (1999), *reversed and remanded in part sub. nom., United States Telecom Ass'n v. FCC*, 290 F.3d 415 (D.C. Cir. 2002).

[Insert for NY Agreement: In addition to any other requirements set forth herein or mandated by Applicable Law, Verizon will provide switching under the Amended Agreement in accordance with the Pre-Filing Statement of Bell Atlantic-New York, filed with the New York Public Service Commission on April 6, 1998 in Case 97-C-0271, the Verizon Incentive Plan, approved by the Commission on February 27, 2002 in Case 00-C-1945, settlements or stipulations filed by Verizon, and any other Orders, Rules or requirements of the Commission.]

[Insert for PA Agreement: In addition to any other requirements set forth herein or mandated by Applicable Law, Verizon will provide switching in accordance with the determination of the Pennsylvania Public Utility Commission that the FCC's *Triennial Review Order* does not relieve Verizon of its obligation to provide requesting carriers with access to its local circuit switching. *See, e.g., Joint Petition of NextLink, et al*, Docket Nos. P-00991648 and P-00991649, Opinion and Order (entered Sept. 30, 1999); *Investigation into the Obligations of Incumbent Local Exchange Carriers to Unbundle Local Circuit Switching for the Enterprise Market*, Docket No. I-00030100, Order, (Dec. 18, 2003); 47 U.S.C. § 271]

3.7.6 Where the ***State Commission TXT*** has found that impairment would be removed by implementation of transitional rolling access to local circuit switching on an unbundled basis for the longer of (a) one year, or (b) the period established by the ***State Commission TXT*** for the particular market, such transitional access must be implemented as set forth in section 51.319(d)((2)(iii)(C) of the FCC's rules. The rolling access time limit set by the ***State Commission TXT*** shall apply to each request for access to unbundled local circuit switching by ***CLEC Acronym TXT*** on a per customer basis.

3.8 Unbundled Interoffice Facilities.

3.8.1 General Requirements. Verizon shall provide Dedicated Transport and Dark Fiber Transport under the Agreement in accordance with and to the extent required by Applicable Law, including, but not limited to, 47 U.S.C. §§ 251(c)(3) and 271, 47 C.F.R. Part 51 and State Law. In ordering Dedicated Transport and Dark Fiber Transport, ***CLEC Acronym TXT*** represents that it is obtaining access to the subject facility in order to provide a Qualifying Service or a combination of Qualifying and Non-qualifying services. Verizon will provide TELRIC-based transmission facilities for interconnection and the exchange of traffic pursuant to Applicable Law, including, but not limited to, 47 U.S.C. §§ 251(c)(2) and 271. ***CLEC Acronym TXT*** may thus obtain from Verizon, at TELRIC rates, Unbundled Interoffice Facilities (Dedicated Transport and/or Dark Fiber Transport) to connect the ***CLEC Acronym TXT*** premises or Point of Presence (POP) with the Verizon network. Should the ***CLEC Acronym TXT*** premises or POP be located within the area served by the Verizon serving wire center with which it is interconnected, the facility connecting the two locations will be priced as a UNE Loop.

3.8.2 Dedicated Transport.

3.8.2.1 Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to DS1 Dedicated Transport and DS3 Dedicated Transport on an unbundled basis. The Parties acknowledge that, notwithstanding Verizon's obligation to provide TELRIC-based transmission facilities for interconnection and the exchange of traffic pursuant to Section 251(c)(2) of the Act, the FCC redefined Dedicated Transport in the *Triennial Review Order* to include the transmission facility or service between a Verizon switch or wire center and another Verizon switch or wire center.

The *Triennial Review Order* has no impact on the independent obligations on Verizon East pursuant to Section 271 of the Act, under which Verizon must provide Transport, unbundled from switching or other services, at just and reasonable rates.

- 3.8.2.2 Cap on Dedicated Transport. ***CLEC Acronym TXT*** may obtain on an unbundled basis a maximum of twelve (12) DS3 Dedicated Transport circuits or DS3-equivalents (e.g., 336 DS1s) on any single Route on which unbundled transport is otherwise available. Any circuit capacity on that Route above such twelve (12) circuit cap shall be considered a Nonconforming Facility.
- 3.8.2.3 Nonimpairment. Subject to the provisions of Section 3.9 and the requirements of Applicable Law, Verizon shall be relieved of its obligation under Section 251(c)(3) of the Act to provide or continue providing ***CLEC Acronym TXT*** with access to DS1 Dedicated Transport or DS3 Dedicated Transport on an unbundled basis under the Amended Agreement on a particular Route upon a finding in a final and non-appealable order by the ***State Commission TXT*** or the FCC that requesting telecommunications carriers are not impaired without access to DS1 Dedicated Transport or DS3 Dedicated Transport, respectively, on the subject Route(s). Notwithstanding anything to the contrary, DS1 and DS3 Transport that are required to be unbundled pursuant to Applicable Law, including, but not limited to, an order of the ***State Commission TXT***, a court of competent jurisdiction, and/or Section 271 of the Act, shall not be considered Nonconforming Facilities.

3.8.3 Dark Fiber Transport.

- 3.8.3.1 Upon ***CLEC Acronym TXT***'s written request, Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to Dark Fiber Transport on an unbundled basis pursuant to the Amended Agreement. The Parties acknowledge that the FCC redefined Dedicated Transport in the *Triennial Review Order* to include the transmission facility or service between a Verizon switch or wire center and another Verizon switch or wire center. The *Triennial Review Order* has no impact on the independent obligations of the Verizon East entities pursuant to Section 271 of the Act, nor on any other obligations on Verizon pursuant to Applicable Law.

CLEC Acronym TXT may combine Dark Fiber Transport with a Local Loop.

3.8.3.2 Nonimpairment. Subject to the provisions of Section 3.9 below, Verizon shall be relieved of its obligation under Section 251(c)(3) of the Act to provide ***CLEC Acronym TXT*** with access to Dark Fiber Transport on an unbundled basis under the Amended Agreement on a particular Route upon a finding in a final and non-appealable order by the ***State Commission TXT*** or the FCC that requesting telecommunications carriers are not impaired without access to Dark Fiber Transport, respectively, on the subject Route(s). Notwithstanding anything to the contrary, Dark Fiber Transport required to be unbundled pursuant to Applicable Law, including, but not limited to, an order of the ***State Commission TXT***, a court of competent jurisdiction, and/or Section 271 of the Act, shall not be considered Nonconforming Facilities.

3.9 Transitional Issues.

3.9.1 With respect to those network elements that are Nonconforming Facilities as of the effective date of this Amendment (“Existing Nonconforming Facilities”) (e.g., OCn loops and transport) the Parties agree that Verizon shall continue to provide unbundled access to such Nonconforming Facilities in accordance with this Section. Notwithstanding anything to the contrary, elements and facilities that are required to be unbundled pursuant to Applicable Law, including, but not limited to, an order of the ***State Commission TXT***, a court of competent jurisdiction, and Section 271 of the Act, shall not be considered Nonconforming Facilities.

3.9.1.1 Transition from Existing Nonconforming Facilities will be handled on a project basis. The Parties agree to establish a transition schedule within the longer of (a) the period dictated by the terms of the Agreement, or (b) 90 days of the Effective Date of this Amendment. Should the Parties be unable to agree on a schedule within such period, then either Party may utilize the dispute resolution procedures set forth in the Amended Agreement. At the end of the transition period (established by agreement or via dispute resolution), unless ***CLEC Acronym TXT*** has submitted an LSR or ASR (as appropriate) to Verizon requesting disconnection or migration of the Existing Nonconforming Facility, Verizon shall convert the subject Existing Nonconforming Facilities to the most closely

analogous access service available, or if no analogous access service is available, to such other service arrangement as Verizon and ***CLEC Acronym TXT*** may agree upon (e.g., by separate agreement); provided, however, that where there is no analogous access service, and ***CLEC Acronym TXT*** and Verizon have failed to reach agreement as to a substitute service, then Verizon may, upon 30 days' written notice, institute the market-based rates set forth in such notice for the Existing Nonconforming Facilities. Where the Existing Nonconforming Facilities are converted to an analogous access service, Verizon shall provide such access services in accordance with the rates, terms and conditions of Verizon's applicable access tariff.

3.9.2 As to those network elements that the ***State Commission TXT*** determines, after the Effective Date of this Amendment, to be Nonconforming Facilities, the Parties agree to amend the Agreement promptly to reflect the change and establish a mutually acceptable transitional mechanism if no transitional mechanism has been previously agreed upon or specifically dictated by the ***State Commission TXT***. Notwithstanding anything to the contrary, elements and facilities that are required to be unbundled pursuant to Applicable Law, including, but not limited to, an order of the ***State Commission TXT***, a court of competent jurisdiction, and Section 271 of the Act, shall not be considered Nonconforming Facilities.

3.10 Commingling and Combinations.

3.10.1 Commingling. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, but subject to the conditions set forth in the following Section 3.6.2, Verizon will permit the commingling of a UNE or a combination of UNEs ("Qualifying UNEs") pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, network elements provided pursuant to Section 271(c), and wholesale services obtained from Verizon under a Verizon access tariff or separate non-251 agreement ("Qualifying Wholesale Services"), to the extent required by Applicable Law. Moreover, to the extent and so long as required by Applicable Law, Verizon shall, upon request of ***CLEC Acronym TXT***, perform the functions necessary to commingle Qualifying UNEs, network elements provided pursuant to Section 271(c) or Qualifying Wholesale Services. The rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Amended Agreement (or the Verizon UNE tariff, if

applicable) will apply to the Qualifying UNEs and network elements provided pursuant to Section 271(c). "Ratcheting," as that term is defined by the FCC, shall not be required.

3.10.2 Combinations.

3.10.2.1 Verizon shall provide any technically feasible UNE combination upon request, including, but not limited to, combinations of DS0, DS1, DS3 and Dark Fiber Loop and Transport facilities. Where Verizon claims that a combination is not technically feasible, Verizon must prove to the ***State Commission TXT*** that the request to combine UNEs in a particular manner is not technically feasible or would undermine the ability of other carriers to obtain access to UNEs or to interconnect with Verizon's network.

3.10.2.2 Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, Verizon shall bill ***CLEC Acronym TXT*** at UNE rates for each element that is fully a UNE.

3.10.3 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services.

3.10.3.1 In addition to other requirements of Applicable Law, Verizon shall be obligated to provide:

3.10.3.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

3.10.3.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

3.10.3.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

3.10.3.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service, or

3.10.3.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

3.10.3.2 once ***CLEC Acronym TXT*** certifies, through a reasonably compliant method of its choosing, for each DS1 circuit that it is in compliance with each of the conditions set forth in 47 C.F.R. § 51.318. Verizon will provide ***CLEC Acronym TXT*** unimpeded UNE access based upon self-certification, subject to later verification based upon cause in accordance with Section 3.10.3.8. If combined and/or commingled facilities are subsequently determined to be noncompliant following an Audit, the noncompliant facilities will be treated as a Nonconforming Facility, from the date that the Audit is confirmed by the ***State Commission TXT*** or FCC, and subject to the provisions of Section 3.9. The foregoing shall apply whether the facilities in question are being provisioned to establish a new combined and/or commingled facility or to convert an existing wholesale service, or any part thereof, to combined and/or commingled unbundled network elements. Notwithstanding anything to the contrary, network elements that are required to be unbundled pursuant to Applicable Law, including, but not limited to, and order of the ***State Commission TXT***, a court of competent jurisdiction, and Section 271 of the Act, shall not be considered Nonconforming Facilities.

3.10.3.3 The certification to be provided by ***CLEC Acronym TXT*** will certify that the following criteria are satisfied for each DS1 circuit or DS1 equivalent on a DS3 EEL:

3.10.3.3.1 A local number will be assigned to each circuit to be provided;

3.10.3.3.2 Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment;

3.10.3.3.3 Each circuit will have 911/E911 capability;

3.10.3.3.4 Each circuit will terminate in a collocation arrangement, including a reverse collocation arrangement, in accordance with 47 C.F.R. § 51.318(c);

3.10.3.3.5 Each circuit will be served by an interconnection trunk that meets the requirements set forth in 47 C.F.R. § 51.318(d); (for each 24 DS1 EELs, there must

be at least one active DS1 interconnection trunk meeting this requirement), and

3.10.3.3.6 Each circuit will be served by a switch capable of switching local voice traffic.

3.10.3.4 Should Verizon wish to challenge ***CLEC Acronym TXT***'s certification, it may not engage in self-help by withholding the circuit(s) in question; rather, Verizon must provision the circuit(s) and may subsequently initiate audit procedures in accordance with the *Triennial Review Order*.

3.10.3.5 Audits. Verizon will have a limited right to audit compliance with the qualifying service eligibility criteria.

3.10.3.5.1 To invoke this limited right, Verizon will send a Notice of Audit to ***CLEC Acronym TXT***, identifying the specific cause. This Notice of Audit will include, at a minimum, the particular circuits involved and the specific service eligibility criteria with which Verizon asserts noncompliance.

3.10.3.5.2 The audit will examine ***CLEC Acronym TXT***'s compliance in all material respects with those specific service eligibility criteria applicable to EELs with which Verizon has asserted noncompliance. Any such audit shall be conducted no more than once annually.

3.10.3.5.3 The Parties will mutually agree on the auditor, who shall perform the audit in accordance with the standards established by the American Institute for Certified Public Accountants. The auditor, who shall be paid by Verizon, will be independent, not affiliated with either Party, and regularly utilized by both ILECs and CLECs. The auditor may not be substantially dependent upon either Party for work.

3.10.3.5.4 To the extent the independent auditor's report concludes that ***CLEC Acronym TXT*** failed to comply with the service eligibility criteria specified by Verizon, then ***CLEC Acronym TXT*** must convert the noncompliant circuits to the appropriate service, true up any different

in payments, and make appropriate payments on a going-forward basis. If the independent auditor's report concludes that ***CLEC Acronym TXT*** failed to comply with the service eligibility criteria identified by Verizon in all material respects, ***CLEC Acronym TXT*** will reimburse Verizon for the pro-rata cost of the independent auditor, in proportion to the number of circuits found to be noncompliant.

3.10.3.5.5 Should the independent auditor confirm ***CLEC Acronym TXT***'s compliance in all material respects with the service eligibility criteria identified by Verizon on the particular circuits, then ***CLEC Acronym TXT*** shall provide to Verizon a statement of ***CLEC Acronym TXT***'s costs associated with the audit, and Verizon shall then reimburse ***CLEC Acronym TXT*** for its costs within thirty (30) days. ***CLEC Acronym TXT*** shall maintain appropriate records to support its certification.

3.11 Conversions

- 3.11.1 There will be no charge for conversions from wholesale to UNEs or UNE combinations.
- 3.11.2 Until such time as Verizon implements its ASR-driven conversion process in Verizon East, conversion of access circuits to unbundled Network Elements will be performed manually pursuant to Verizon's conversion guidelines. The effective bill date for conversions is the first day of the month following Verizon's receipt of an accurate and complete ASR or electronic request for conversion pursuant to Verizon's conversion guidelines (which are posted on the web at _____).
- 3.11.3 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access.
- 3.11.4 All requests for conversions will be processed within fifteen (15) days.
- 3.11.5 Should Verizon deny a request from ***CLEC Acronym TXT*** for a UNE, including, but not limited to, based on a lack of facilities, Verizon shall, at ***CLEC Acronym TXT***'s request, convert an

equivalent special access service within thirty (30) days, with no minimum period termination liability.

3.12 Routine Network Modifications.

3.12.1 General Conditions. Verizon shall make routine network modifications to unbundled facilities, at no additional cost or charge, where the requested transmission facility has already been constructed. A routine network modification is an activity that Verizon regularly undertakes for its own customers. Verizon will perform routine network modifications to unbundled facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf of, or in accordance with the specifications of, any particular carrier. Where facilities are unavailable, Verizon will not be required to build a loop from scratch by trenching or pulling cable to provision an order of ***CLEC Acronym TXT***. Verizon will recover the costs of routine network modifications in its monthly recurring rates.

3.12.2 Routine network modifications applicable to Loops or Transport include, but are not limited to: rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; adding electronics to available wire or fiber facilities to fill an order for an unbundled DS1 circuit; cross-connecting the common equipment to the wire or fiber facility running to the end user; terminating a DS1 loop to the appropriate NID; accessing manholes, and deploying bucket trucks to reach aerial cable.

3.12.3 Routine network modifications applicable to Dark Fiber Loops or Transport include routine activities needed to enable ***CLEC Acronym TXT*** to have light continuity and functional signal carriage across both ends of a Dark Fiber Transport or Loop facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications include, but are not limited to, splicing of dark fiber; accessing manholes, and deploying bucket trucks to reach aerial cable.

3.12.4 Performance Plans. Verizon's performance in connection with the provisioning of Loops or Transport (including Dark Fiber) for which routine network modifications are necessary shall be subject to standard provisioning intervals, included in the calculation of performance measurement results, and factored into the calculation

of any remedies contained in the Amended Agreement or elsewhere.

3.13 Signaling Networks.

In addition to the requirement that Verizon provide access to signaling where it is required to provide unbundled switching, set forth above, and Verizon's obligations under Applicable Law, including but not limited to 47 U.S.C. § 271, Verizon must provide for interconnection between its signaling networks and those of alternative providers, which the Parties acknowledge has been proven to be technically feasible.

3.14 Call-Related Databases.

In addition to the requirement that Verizon provide access to Call-Related Databases where it is required to provide unbundled switching, addressed hereinbefore, and Verizon's obligations under Applicable Law, including but not limited to 47 U.S.C. § 271, Verizon must provide unbundled access to the 911 and E911 databases. Furthermore, to the extent the development of competition leads to incomplete CNAM databases, that would impede the availability of nondiscriminatory dialing parity, the Parties acknowledge that the FCC or ***State Commission TXT*** may undertake appropriate action.

3.15 Operator Services and Directory Assistance (OS/DA).

In addition to the requirement that Verizon provide access to OS/DA where it is required to provide unbundled switching, addressed hereinbefore, Verizon shall provide access to OS/DA in accordance with Applicable Law, including, but not limited to, 47 U.S.C. § 271.

3.16 Operations Support System Functions (OSS).

In addition to the requirements for access to OSS addressed elsewhere in this Amendment and contained in Applicable Law, Verizon shall provide unbundled access to OSS on a UNE basis. Verizon has an ongoing obligation to provide access to OSS, which includes making those modifications as may be necessary to ensure nondiscriminatory access and Verizon's compliance with all of its UNE, resale and interconnection obligations – including any new obligations established in the *Triennial Review Order*. Verizon's obligation includes, but is not limited to, the provision of nondiscriminatory access to the same detailed loop information that is available to Verizon and its affiliated entities.

Pricing Attachment to the TRO Amendment

1. General

1.1 As used in this Attachment:

1.1.1 "Services" means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,

1.1.2 "Charges" means the rates, fees, charges and prices for a Service.

Exhibit A