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COMMUNICATIONS
DIVISION
UNIT AND TRAINING
DEPARTMENT

AMENDMENT NO. ___

to the

INTERCONNECTION AGREEMENT

between

VERIZON NORTHWEST INC.

and

[CLEC FULL NAME]

This Amendment No. [NUMBER] (the "Amendment") is made by and between Verizon Northwest Inc. ("Verizon"), a Washington corporation with offices at 1800 41st Street, Everett, WA 98201, and [CLEC FULL NAME], a [CORPORATION/PARTNERSHIP] with offices at [CLEC ADDRESS] ("***CLEC Acronym TXT***"), and shall be deemed effective 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 of Washington (the "State").

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 Communications Act of 1934, as amended (the "Act") 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 of Washington, 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, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"); and

WHEREAS, pursuant to Section 252(a)(1) of the [NOTE: IF CLEC'S AGREEMENT IS AN ADOPTION, REPLACE "Act" WITH: "the Communications Act of 1934, as amended, (the "Act")] Act, the Parties wish to amend the Agreement in order to give contractual effect to the provisions of the TRO and certain aspects of the D.C. Circuit Decision as set forth herein; and

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

1. Amendment to Agreement. The Agreement is amended to include the following provisions, which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement or a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. General Conditions.
 - 2.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: (a) Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs") and combinations of unbundled Network Elements ("Combinations") to ***CLEC Acronym TXT*** under the terms of this Amended Agreement only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and (b) Verizon may decline to provide access to UNEs and Combinations to ***CLEC Acronym TXT*** to the extent that provision of access to such UNEs or Combinations is not required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
 - 2.2 ***CLEC Acronym TXT*** may use a UNE or a Combination only for those purposes for which Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide such UNE or Combination to ***CLEC Acronym TXT***.
 - 2.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon becomes obligated (whether pursuant to interim FCC rules applicable to a Discontinued Facility with respect to which the D.C. Circuit Decision vacated an FCC impairment finding, or otherwise) to provide to ***CLEC Acronym TXT*** pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 a Discontinued Facility or a UNE, Combination, or related service that, as of the Amendment Effective Date, Verizon is not required to provide to ***CLEC Acronym TXT*** under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51, the rates, terms, conditions for such Discontinued Facility, UNE, Combination, or related service shall be as provided in an applicable Verizon tariff that Verizon, after the Amendment Effective Date, establishes or revises to provide for such rates, terms, and conditions, or (in the absence of an applicable Verizon tariff that Verizon, after the Amendment Effective Date, establishes or revises to provide for such rates, terms, and conditions) as mutually agreed by the Parties in a written amendment to the Amended Agreement. For the avoidance of doubt, notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, Verizon, unless and until such time as Verizon is required to do so by an applicable Verizon tariff that Verizon, after the Amendment Effective Date, establishes or revises to provide for the applicable rates, terms, and conditions or by a mutually agreed written amendment to the Amended Agreement setting forth the applicable rates, terms, and conditions, shall not be required under the Amended Agreement (a) to perform any routine network modification that the Agreement does not expressly and specifically require Verizon to perform (including, but not limited to, any routine network modification required under 47 C.F.R. § 51.319(a)(8) or 47 C.F.R. § 51.319(e)(5)), (b) to commingle, or to permit the commingling of, UNEs or Combinations with other wholesale services obtained from Verizon under a Verizon access tariff, separate non-251 agreement, or otherwise, or (c) to provide, for any period of time not required under Section 3 of this Amendment, any Discontinued Facility.
3. Discontinued Facilities.
 - 3.1 Generally. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, Verizon shall not be obligated to offer or provide on an

unbundled basis under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51 access to any Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. The Parties acknowledge that, except as set forth in Section 3.2 below, Verizon has, prior to the Amendment Effective Date, provided ***CLEC Acronym TXT*** with all required notices of discontinuance of Discontinued Facilities, and that any required notice period has expired. Accordingly, subject to Section 3.2 below, Verizon, to the extent it has not already done so pursuant to a pre-existing or independent right it may have under the Agreement, a Verizon SGAT or tariff, or otherwise, may, at any time and without further notice to ***CLEC Acronym TXT***, cease providing any Discontinued Facility under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

3.2 Temporary Provision of Certain Discontinued Facilities. Subject to and without limiting Section 3.1 above except as expressly provided below:

- 3.2.1 Enterprise Switching. The Parties acknowledge that Verizon has, prior to execution of this Amendment, provided ***CLEC Acronym TXT*** with all required notices of discontinuance of Enterprise Switching and any shared transport for use with Enterprise Switching, and that any required notice period will expire (or has expired) no later than August 22, 2004. Accordingly, Verizon will provide Enterprise Switching (and any shared transport and Signaling for use with Enterprise Switching) under the Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 through August 22, 2004, and not beyond that date.
- 3.2.2 Four-Line Carve Out Switching. The Parties acknowledge that Verizon has, prior to execution of this Amendment, provided ***CLEC Acronym TXT*** with all required notices of discontinuance of Four-Line Carve Out Switching and any shared transport for use with such switching, and that any required notice period will expire (or has expired) no later than August 22, 2004. Accordingly, Verizon, to the extent it has not already ceased providing Four-Line Carve Out Switching prior to execution of this Amendment, will provide Four-Line Carve Out Switching (and any shared transport and Signaling for use with such switching) under the Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 through August 22, 2004, and not beyond that date.
- 3.2.3 Mass Market Switching. Provided Verizon has given at least ninety (90) days advance written notice of discontinuance of any Mass Market Switching (and shared transport and Signaling for use with Mass Market Switching) that Verizon is required to provide under the Agreement, Verizon will provide Mass Market Switching (and shared transport and Signaling for use with Mass Market Switching) under the Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 only through the later of November 15, 2004 or the effective date of the notice of discontinuance, and not beyond that date. The Parties acknowledge that Verizon may have issued such notice prior to the execution of this Amendment.
- 3.2.4 Other DS0 Switching. Provided Verizon has given at least ninety (90) days advance written notice of discontinuance of any Other DS0 Switching (and shared transport and Signaling for use with Other DS0 Switching) that Verizon is required to provide to ***CLEC Acronym TXT*** under the Agreement, Verizon will provide such Other DS0 Switching under the Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 only through the effective date of the notice of discontinuance, and not beyond that date. The Parties acknowledge that Verizon may have issued such notice prior to the execution of this Amendment. Verizon's right to cease

providing Other DS0 Switching under this Section 3.2.4 is in addition to, and not in limitation of, Verizon's right to cease providing Four Line Carve Out Switching pursuant to Section 3.2.2 above.

3.2.5 Discontinued Transmission Facilities. Provided Verizon has given at least ninety (90) days advance written notice of discontinuance of any DS1 Loops (including DS1 Hybrid Loops), DS3 Loops (including DS3 Hybrid Loops), Dark Fiber Loops, DS1 Transport, DS3 Transport, and Dark Fiber Transport ("Discontinued Transmission Facilities") that Verizon is required to provide to ***CLEC Acronym TXT*** under the Agreement, Verizon will provide such Discontinued Transmissions Facilities under the Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 only through the effective date of the notice of discontinuance, and not beyond that date. The Parties acknowledge that Verizon may have issued such notice prior to the execution of this Amendment.

3.2.6 Grandfathered Line Sharing. The Parties acknowledge that Verizon has, prior to execution of this Amendment, provided ***CLEC Acronym TXT*** with all required notices of discontinuance of Line Sharing, and that as of October 2, 2003, Verizon is no longer required to provide Line Sharing under the Agreement pursuant to § 251(c)(3) or 47 C.F.R. Part 51. Certain Line Sharing arrangements have been grandfathered pursuant to the FCC's Section 201 authority, and certain other new Line Sharing arrangements have been available for a limited period of time at rates established pursuant to FCC-prescribed pricing rules under that Section 201 authority.

3.3 Continuation of Facilities Under Separate Arrangement. To the extent ***CLEC Acronym TXT*** wishes to continue to obtain access to a Discontinued Facility under a separate arrangement (e.g., a separate agreement at market-based rates, an arrangement under a Verizon access tariff, or resale), ***CLEC Acronym TXT*** shall have promptly undertaken and concluded such efforts as may be required to secure such arrangement prior to the date on which Verizon is permitted to cease providing the Discontinued Facility; provided, however, that in no event shall ***CLEC Acronym TXT***'s failure to secure such an arrangement affect Verizon's right to cease providing a Discontinued Facility. If Verizon is permitted to cease providing a Discontinued Facility under this Section 3 and ***CLEC Acronym TXT*** has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of a Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so prior to execution of this Amendment, shall reprice the subject Discontinued Facility by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to be equivalent to access, resale, or other analogous arrangement that Verizon shall identify in a written notice to ***CLEC Acronym TXT***. The Parties acknowledge that Verizon has, in written notices issued to ***CLEC Acronym TXT*** prior to the Amendment Effective Date, identified such arrangements to replace certain Discontinued Facilities and that Verizon may implement such arrangements without further notice. The rates, terms, and conditions of such arrangements that Verizon has identified prior to the Amendment Effective Date or that Verizon may identify pursuant to this Section 3 shall apply and be binding upon ***CLEC Acronym TXT*** as of the date specified by Verizon consistent with any advance notice requirement under this Section 3.

3.4 Limitation With Respect to Replacement Arrangements. Any negotiations regarding a replacement arrangement that Verizon is not required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide shall be deemed not to have been conducted pursuant to the Amended Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be

subject to arbitration pursuant to 47 U.S.C. § 252(b). Any reference in this Amended Agreement to Verizon's provision of a facility or service that Verizon is not required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide is solely for the convenience of the Parties and shall not be construed to require or permit arbitration of such rates, terms, or conditions pursuant to 47 U.S.C. § 252(b).

- 3.5 Pre-Existing and Independent Discontinuance Rights. Verizon's rights as to discontinuance of Discontinued Facilities pursuant to this Section 3 are in addition to, and not in limitation of, any rights Verizon may have as to discontinuance of Discontinued Facilities under the Agreement, a Verizon tariff or SGAT, or otherwise. Nothing contained herein shall be construed to prohibit, limit, or delay Verizon's exercise of any pre-existing or independent right it may have under the Agreement, a Verizon tariff or SGAT, or otherwise to cease providing a Discontinued Facility.

4. Miscellaneous Provisions.

- 4.1 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 be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 4.1.
- 4.2 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.
- 4.3 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.
- 4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. 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.
- 4.5 Reservation of Rights. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit either Party's 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 Washington Utilities & Transportation Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law.
- 4.6 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.
- 4.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:

- 4.7.1 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.
- 4.7.2 Dark Fiber Loop. Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon wire center, and Verizon's accessible terminal located in Verizon's main termination point at an end user customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying telecommunications services.
- 4.7.3 Dark Fiber Transport. An optical transmission facility within a LATA, that Verizon has not activated by attaching multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or wire centers. Dark fiber facilities between (i) a Verizon wire center or switch and (ii) a switch or wire center of ***CLEC Acronym TXT*** or a third party are not Dark Fiber Transport.
- 4.7.4 Dedicated Transport. A DS1 or DS3 transmission facility between Verizon switches (as identified in the LERG) or wire centers, within a LATA, that is dedicated to a particular end user or carrier. Transmission facilities or services provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of ***CLEC Acronym TXT*** or a third party are not Dedicated Transport.
- 4.7.5 Discontinued Facility. Any facility that Verizon, at any time prior to the Amendment Effective Date, provided or offered to provide 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) or 47 C.F.R. Part 51, whether by operation of the TRO or other ruling, order, or determination of the FCC, a ruling, order, or determination of a court of competent jurisdiction, or otherwise. By way of example and not by way of limitation, Discontinued Facilities include the following: (a) any Entrance Facility; (b) DS1 Dedicated Transport, DS3 Dedicated Transport, and Dark Fiber Transport; (c) Enterprise Switching; (d) Mass Market Switching; (e) Four-Line Carve Out Switching; (f) Other DS0 Switching and any other form of switching; (g) OCn Loops and OCn Dedicated Transport; (h) the Feeder portion of a Loop; (i) Line Sharing; (j) any Call-Related Database other than the 911 and E911 databases; (k) Signaling; (l) FTTP Loops (lit or unlit); (m) Hybrid Loops (subject to exceptions for narrowband services (i.e., equivalent to DS0 capacity); (n) DS1 Loops; (o) DS3 Loops; (p) Dark Fiber Loops; or (q) any other facility or class of facilities as to which the FCC has made a finding of nonimpairment.
- 4.7.6 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 4.7.7 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.

- 4.7.8 DS1 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of 1.544 Mbps digital signals. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS1 Loop requires the electronics necessary to provide the DS1 transmission rate. DS1 Loops are sometimes also known as DS1 "Links."
- 4.7.9 DS3 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate. DS3 Loops are sometimes also known as DS3 "Links."
- 4.7.10 Enterprise Switching. Local Switching or Tandem Switching that, if provided to ***CLEC Acronym TXT*** would be used for the purpose of serving ***CLEC Acronym TXT***'s customers using DS1 or above capacity Loops.
- 4.7.11 Entrance Facility. A transmission facility (lit or unlit) or service provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of ***CLEC Acronym TXT*** or a third party.
- 4.7.12 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.
- 4.7.13 Four-Line Carve Out Switching. Local Switching that Verizon is not required to provide pursuant to 47 C.F.R. § 51.319(d)(3)(ii).
- 4.7.14 FTTP Loop. A Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user's customer premises.
- 4.7.15 Hybrid Loop. A local Loop composed of both fiber optic cable and copper wire or cable.
- 4.7.16 Line Sharing. The process by which ***CLEC Acronym TXT*** provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises.
- 4.7.17 Local Switching. The line-side and trunk-side facilities associated with the line-side port, on a circuit switch in Verizon's network (as identified in the LERG), plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side Port (including the capability to connect a Loop termination and a switch line card,

telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including all vertical features and line blocking options the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card).

- 4.7.18 Mass Market Switching. Local Switching or Tandem Switching that, if provided to ***CLEC Acronym TXT***, would be used for the purpose of serving a ***CLEC Acronym TXT*** end user customer with three or fewer DS0 Loops.
- 4.7.19 Other DS0 Switching. Local Switching or Tandem Switching that, if provided to ***CLEC Acronym TXT***, would be used for the purpose of serving a ***CLEC Acronym TXT*** end user customer with four or more DS0 Loops.
- 4.7.20 Signaling. Signaling includes, but is not limited to, signaling links and signaling transfer points.
- 4.7.21 Tandem Switching. The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.

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

CLEC FULL NAME

VERIZON NORTHWEST INC.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____