

**AMENDMENT NO. 1**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON FLORIDA INC., F/K/A GTE FLORIDA INCORPORATED**

**and**

**NEWSOUTH COMMUNICATIONS CORP.**

This Amendment No. 1 (the "Amendment") is made by and between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), a Florida corporation with offices at 201 N. Franklin street, Tampa, FL 33602-5167, and NewSouth Communications Corp., a corporation with offices at Two North Main Street, Greenville, SC 29601 ("NSC"), and shall be deemed effective on January 6, 2004 (the "Amendment Effective Date"). Verizon and NSC 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 Florida (the "State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated July 25, 2003 (the "Adoption Letter"), NSC adopted in the State of Florida, the interconnection agreement between AT&T Communications of the Southern States Inc. 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 provisions of the TRO as set forth herein; 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 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").
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 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, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit Verizon's [or NSC'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 Florida Public Service Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations under the Agreement, this Amendment, any Verizon tariff or 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. Notwithstanding any other change of law provision in the Agreement, this Amendment, or any Verizon tariff or 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 any or all of the TRO's provisions, then any terms and conditions of this Amendment that relate to the reversed provisions shall be voidable at the election of either Party: [provided, however, that should such an election result in any unbundled network element or combination of unbundled network elements becoming unavailable, the parties shall mutually agree upon a transition plan. Should the parties be unable to agree on such a plan, the dispute resolution provisions of the Agreement shall apply.](#)
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.

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**SIGNATURE PAGE**

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

**NEWSOUTH COMMUNICATIONS CORP.**

**VERIZON FLORIDA INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: Jake E. Jennings \_\_\_\_\_

Printed: John C. Peterson \_\_\_\_\_

Title: Senior Vice President of Regulatory Affairs  
and Carrier Relations \_\_\_\_\_

Title: Director – Contract Administration \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

TRO Attachment

1. General Conditions

1.1 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"), combinations of unbundled Network Elements ("Combinations"), or UNEs commingled with wholesale services ("Commingling"), to NSC under the terms of this Amended Agreement and to the full extent, but only to the extent, required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or the FCC or the Commission's orders and, (b) Verizon may decline to provide access to UNEs, Combinations, or Commingling to NSC to the extent that provision of access to such UNEs, Combinations, or Commingling is not required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 or the FCC or the Commission's orders.

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1.2 NSC may use a UNE, a Combination, or Commingling only for those purposes for which Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 or the FCC's or the Commission's orders to provide such UNE, Combination, or Commingling to NSC.

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 NSC pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 or the FCC's or the Commission's orders, a UNE, a Combination, or Commingling that is not offered under the Amended Agreement to NSC as of the Amendment Effective Date, the rates, terms, conditions for such UNE, Combination, or Commingling shall be as provided in the Agreement prior to being amended herein, or, if rates, terms and conditions are not contained in the original Agreement, as provided in an applicable Verizon tariff, or, in the absence of an applicable Verizon tariff, as mutually agreed in writing by the Parties. The negotiation such mutually agreed upon provisions shall be subject to the good faith requirements set forth in Section 4 of the General Terms and Conditions.

1.4

Deleted: Verizon reserves the right to argue in any proceeding before the Florida Public Service Commission, 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 NSC, or (c) is an item that Verizon is not required to offer to NSC at the rates set forth in the Amended Agreement.

## 2. TRO Glossary

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:

### 2.1 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.

### 2.2 Dark Fiber Transport.

An unactivated optical transmission facility within a LATA, without attached multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or wire centers, that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Dark fiber facilities between (i) a Verizon wire center or switch and (ii) a switch or wire center of NSC or a third party, [if not collocated in a Verizon wire center](#), are not Dark Fiber Transport.

### 2.3 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 and that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Transmission facilities or services provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of NSC or a third party, [if not collocated in a Verizon wire center](#), are not Dedicated Transport.

### 2.4 DS1 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 1.544 Mbps.

### 2.5 DS3 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 44.736 Mbps.

### 2.6 DS1 Loop.

A digital transmission channel suitable for the transport of 1.544 Mbps digital signals that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS-1 Loop [includes](#) the electronics necessary to provide the DS-1 transmission rate.

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### 2.7 DS3 Loop.

A digital transmission channel suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS-1 channels) that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. This Loop

type is more fully described in Verizon TR 72575, as revised from time to time. A DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate.

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Enterprise Customer.

2.8 A NSC customer using DS1 or above capacity Loops or as defined by the relevant state commission Enterprise Switching.

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Local Switching or Tandem Switching that, if provided to NSC would be used for the purpose of serving an Enterprise Customer.

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2.9 Feeder.

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

2.10 FTTH 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.

2.11 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 or controlled by Verizon.

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2.12 Hybrid Loop.

A local Loop composed of both fiber optic cable and copper wire or cable.

2.13 Line Sharing.

The process by which NSC 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 distribution frame (or its equivalent) in its Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency portion of any inside wire (including any House and Riser Cable) owned and controlled by Verizon.

2.14 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); (c) usage (including the connection of lines to lines,

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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).

Mass Market Customer.

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A NSC customer that is not an Enterprise Customer.

2.15 Mass Market Switching.

Local Switching or Tandem Switching that Verizon offers on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and that is provided to NSC to serve NSC's Mass Market Customers.

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2.16 Nonconforming Facility.

Any facility that Verizon was providing to NSC on an unbundled basis pursuant to the Agreement or a Verizon tariff or SGAT prior to the effective date of this Agreement, 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, by operation of either the TRO as implemented herein, or a subsequent nonimpairment finding issued by the Florida Public Service Commission or the FCC. By way of example and not by way of limitation, Nonconforming Facilities may include any of the following: (a) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on a Route or Routes as to which the Florida Public Service Commission or the FCC finds telecommunications carriers to be nonimpaired without access to such facilities; (b) Enterprise Switching; (c) Mass Market Switching in any market in which the Florida Public Service Commission or the FCC finds telecommunications carriers to be nonimpaired without access to such facilities; (d) Until such time as the Commission determines otherwise, Local Switching subject to the FCC's four-line carve out rule, as described in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No 96-98, 15 FCC Rcd 3822-31 (1999) (the "Four-Line Carve Out Rule"); (e) OCn Loops and OCn Dedicated Transport; (f) the Fiber Feeder portion of a Loop; (g) Line Sharing; (h) an EEL that does not meet the service eligibility criteria established in the TRO; (i) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with NSC's use of Verizon Mass Market Switching; (j) Signaling that is not provisioned in connection with NSC's use of Verizon's Mass Market Switching; (k) FTTH Loops (lit or unlit) in a new build environment used to provide service to Mass Market Customers; (l) FTTH Loops (lit or unlit) in an overbuild environment used to provide service to Mass Market Customers, subject to the limited exceptions set forth herein; or (m) any facility or class of facilities as to which the Florida Public Service Commission or the FCC, on or after the effective date of this Amendment, makes a general finding of nonimpairment.

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**Deleted:** (a) any unbundled dedicated transport or dark fiber facility that is no longer encompassed within the amended terms applicable to DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport;

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2.17 Packet Switching.

The routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, or the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the Loops; and the ability to combine data units from multiple Loops onto one or more trunks connecting to a packet switch or packet switches.

2.18 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, [data service](#), and access services, such as digital subscriber line services and high-capacity circuits, [and CMRS](#).

2.19 Route.

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

2.20 Signaling.

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

2.21 Sub-Loop for Multiunit Premises Access.

Any portion of a Loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable. [\[n. 1041\]](#).

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2.22 Sub-Loop Distribution Facility.

The copper portion of a Loop in Verizon's network that is between the [demarcation point](#) at an end user customer premises and [any technically feasible point of access in Verizon's outside plant, including, but not limited to, Verizon's feeder/distribution interface, a pole or pedestal, the serving area interface, the minimum point of entry or any remote terminal](#).

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2.23 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.

3. **UNE TRO Provisions**

3.1 Loops.

3.1.1 Hi-Cap Loops. Notwithstanding any other provision of the Agreement or a Verizon tariff or SGAT, ;

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3.1.1.1 DS1 Loops. Upon NSC's written request, Verizon shall provide NSC with nondiscriminatory access to a DS1 Loop on an unbundled basis under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 or the FCC's or Commission's orders. DS1 Loops used to provide service to Enterprise Customers shall be available, without limitation, regardless of the technology used to provide such loops, e.g., two-wire and four-wire HDSL or SHDSL, fiber optics or radio, used by Verizon to provision such loops. The unbundling obligation associated with DS1 Loops used to provide service to Enterprise Customers is in no way limited by sections 3.1.2 or 3.1.3 below. [n. 956]

3.1.1.2 DS3 Loops. Upon NSC's written request, Verizon shall provide NSC with nondiscriminatory access to a DS3 Loop on an unbundled basis under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 or the FCC's or Commission's orders. DS3 Loops used to serve Enterprise Customers shall be available, without limitation, regardless of the technology used to provide such loops, e.g., two-wire and four-wire HDSL or SHDSL, fiber optics or radio, used by Verizon to provision such loops. The unbundling obligation associated with DS3 Loops used to provide service to Enterprise Customers is in no way limited by sections 3.1.2 or 3.1.3 below. [n. 956]

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3.1.1.2.1 Cap on DS3 Loops. NSC may obtain on an unbundled basis a maximum of two (2) DS-3 Loops (or two (2) DS-3 equivalents) at any single end user location. Any Loop previously made available to NSC at said end user location above the two (2) Loop cap shall be considered a Nonconforming Facility.

3.1.1.3 Nonimpairment. Without limiting any other rights Verizon may have under the Amended Agreement or under Applicable Law, subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing NSC with nondiscriminatory access to DS-1 Loops or DS3 Loops under the Amended Agreement at a specific end user location if the Florida Public Service Commission or the FCC finds that NSC or CLECs generally are not impaired without access to such DS1 Loops or DS3 Loops at such end user location. ~~Any DS1 Loops or DS3 Loops previously made available to NSC at the subject end user location shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.~~

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3.1.2 FTTH Loops.

3.1.2.1 New Builds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, but subject to 3.1.1.1 and 3.1.1.2, NSC shall not be entitled to obtain access to a FTTH Loop (or any segment thereof) on an unbundled basis where Verizon has deployed such a Loop to an end user's customer premises that previously was not served by any Verizon Loop.

3.1.2.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, [but subject to 3.1.1.1 and 3.1.1.2](#) NSC shall not be entitled to obtain access to a FTTH Loop (or any segment thereof) on an unbundled basis where Verizon has deployed the subject Loop parallel to, or in replacement of, an existing copper Loop; provided, *however*, that if such a Loop replaces a copper Loop that Verizon has retired, and there are no other available copper Loops or Hybrid Loops, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide NSC with nondiscriminatory access on an unbundled basis to a transmission path from Verizon's serving wire center to the demarcation point at the end user's customer premises, [Verizon shall comply with all applicable FCC and Commission rules before retiring copper Loops](#).

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3.1.3 Hybrid Loops Generally.

3.1.3.1 Packet Switching. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, [but subject to section 3.1.1.1 and 3.1.1.2](#), NSC shall not be entitled to obtain access to the Packet Switching Capability of any Hybrid Loop on an unbundled basis.

3.1.3.2 Broadband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, [but subject to section 3.1.1.1 and 3.1.1.2](#) when NSC seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, [to Mass Market Customers](#), then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide NSC with access under the Amended Agreement to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (but only where impairment has been found to exist), on an unbundled basis, to establish a complete transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the 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.

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3.1.3.3 Narrowband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, when NSC seeks access to a Hybrid Loop for the provision to its [Mass Market Customer](#) of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, [or the FCC's or Commission's orders](#), Verizon shall either (a) provide access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or in Verizon's sole discretion, (b) provide access under the Amended Agreement, on an unbundled basis, to a voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises, using time division multiplexing technology.

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3.1.3.4 Feeder. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of the effective date of this amendment, NSC shall not be entitled to obtain access to the Fiber Feeder portion of a Loop on an unbundled, standalone basis.

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3.1.4 IDLC Hybrid Loops.

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If NSC requests, unbundling of a Loop provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall, as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or the FCC's or Commission's orders, provide NSC unbundled access to such Loops to the end user customer served by the Hybrid Loop.

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3.1.5. High Bit-Rate Enterprise Customer Loops. To the extent Verizon offers to its Enterprise Customers transmission at rates in excess of 1.54 megabytes per second (but less than the equivalent of two DS3 Loops), regardless of the technology utilized, whether packet-based and/or fiber-based, Verizon shall make such transmission facilities available to NSC to serve NSC's Enterprise Customer, between the customer premises and Verizon's central office at parity with the provisioning of such transmission by Verizon to Verizon's own customers or any Verizon affiliate. Verizon and NSC will negotiate the rates, terms and conditions of such loop facility, subject to the requirements of section 4 of the General Terms and Conditions; provided, however that such price shall be based on Total Element Long-Run Incremental Cost ("TELRIC") principles. CLEC shall be permitted to combine or Commingle the loop facilities contemplated in this section 3.1.5, to the same extent as any other unbundled Local Loop.

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3.2 Line Sharing. [reserved]

3.2.1.1

3.3 Sub-Loop.

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3.3.1 Sub-Loop for Access to Multiunit Premises. As of the effective date of this Amendment, all provisions in the Agreement governing NSC access to Inside Wire, House and Riser or House and Riser Cable are hereby deleted and replaced with this Section 3.3.1, which shall supersede any other provision in the Agreement or in any Verizon tariff or SGAT in effect prior to the effective date of the Amendment. Upon request by NSC, Verizon shall provide to NSC access to the Sub-Loop for Multiunit Premises Access in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 or the FCC's or Commission's orders.

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**Deleted:** Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, as of October 2, 2003:¶ [1]

3.3.1.1 Inside Wire Sub-Loop. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or the FCC's or Commission's orders, upon request by NSC, Verizon shall provide to NSC access to a House and Riser Cable

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pursuant to this Section 3.3.1.1 at the rates and charges provided in the Agreement. Verizon shall not reserve a House and Riser Cable for NSC. NSC may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. [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 \("SPOI"\), and the feeder/distribution interface.](#) It is not technically feasible to access inside wire sub-loop if a technician must access the facility by removing a splice case to reach the wiring within the cable. [Verizon shall provide access to subloops to access multiunit premises without requiring collocation.](#)

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

3.3.1.1.1.1 NSC shall locate its facilities within cross connect distance of the point of interconnection on such cable. Facilities are within cross connect distance of a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection.

3.3.1.1.1.2 If suitable space is available, NSC shall install its facilities no closer than fourteen (14) inches of the point of interconnection for such cable, unless otherwise agreed by the Parties.

3.3.1.1.1.3 NSC's facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that NSC's facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment. [\[newsouth still reviewing; basis for these limitations unclear\]](#)

3.3.1.1.1.4 NSC shall identify its facilities as those of NSC.

3.3.1.1.2 To provide NSC with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any right of way for NSC [that Verizon does not own or control or otherwise have a right to access](#), (c) secure space for NSC in any building, (d) secure access to any portion of a building for NSC or (e) reserve space in any building for NSC.

3.3.1.1.3 Verizon shall perform cutover of a Customer to NSC service by means of a House and Riser Cable subject

to a negotiated interval, [recognizing that time is of the essence for such cutover](#). Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to NSC's facilities, and Verizon shall [reasonably](#) determine how to perform such installation. NSC shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to NSC in accordance with NSC's order for such services.

3.3.1.1.4 If proper NSC facilities are not available at the time of installation, Verizon shall bill NSC, and NSC shall pay to Verizon, the Not Ready Charge set forth in the Agreement and the Parties shall establish a new cutover date.

3.3.1.1.5 Verizon shall perform all installation work on Verizon equipment in connection with NSC's use of Verizon's House and Riser Cable. All NSC equipment connected to a House and Riser Cable shall comply with applicable industry standards.

3.3.1.1.6 Verizon shall repair and maintain a House and Riser Cable at the request of NSC. NSC shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) NSC reports to Verizon a Customer trouble, (b) NSC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then NSC shall pay Verizon the charge set forth in the Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by NSC is not available at the appointed time, [giving the Customer contact such reasonable grace period as Verizon provides its own customers](#). If as the result of NSC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Agreement will be assessed per occurrence to NSC by Verizon. If as the result of NSC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Agreement will be assessed per occurrence to NSC by Verizon.

3.3.1.2 Single Point of Interconnection. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, [or the FCC's or the Commission's orders](#), upon request by NSC and provided that the conditions set forth in Subsections 3.3.1.2.1 and 3.3.1.2.2 are satisfied, [Verizon shall provide a single point of interconnection that is suitable for use by multiple carriers. If the parties are unable to negotiate the rates, terms](#)

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and conditions for the construction of a SPOI at a particular premises, the Parties shall negotiate in good faith an amendment to the Amended Agreement memorializing the terms, conditions and rates under which Verizon will provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers:

3.3.1.2.1 Verizon has distribution facilities to the multiunit premises, and either owns and controls, or leases, the House and Riser Cable at the multiunit premises; and

3.3.1.2.2 NSC certifies that it will place an order for access to an unbundled Sub-Loop network element under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 via the newly provided single point of interconnection.

3.3.2 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or the FCC's or the Commission's order, upon site-specific request, NSC may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Agreement. It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.

#### 3.4 Unbundled Local Circuit Switching.

3.4.1 General Requirements. Verizon shall provide Mass Market Switching to NSC under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, as of the effective date of this amendment, with the exception of the foregoing obligation to provide Mass Market Switching, Verizon shall have no other obligation to provide any other form of Local Switching or Tandem Switching (such as Enterprise Switching) to NSC, and any Local Switching or Tandem Switching previously made available to NSC shall be considered a Nonconforming Facility that shall be subject to the transition provisions of Section 3.8 below.

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3.4.2 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to continue to provide NSC with nondiscriminatory access to Mass Market Switching on an unbundled basis under the Amended Agreement upon a finding by the Florida Public Service Commission or the FCC that requesting telecommunications carriers are not impaired without access to Mass Market Switching in a particular market, or where the Florida Public Service Commission has found that all impairment would be cured by implementation of a transition plan for unbundled circuit switching in a particular market.

**Deleted:** For the avoidance of doubt: (a) Enterprise Switching is a Nonconforming Facility as of October 2, 2003; and (b) Local Switching subject to the FCC's Four-Line Carve Out Rule is a Nonconforming Facility by operation of law in effect prior to the Amendment Effective Date.

3.4.3 Signaling and Call-Related Databases. Verizon shall provide access to Signaling and Call-related Databases under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 or the FCC's or Commission's orders. Specifically, notwithstanding any other provision of the Agreement or any Verizon tariff or

SGAT, and subject to the provisions of Section 3.8, Verizon shall provide Signaling and Call-Related Databases only in conjunction with the provision of Local Switching or Tandem Switching that Verizon is otherwise obligated to make available to NSC under the Amended Agreement; *provided, however*, that Verizon shall continue to provide nondiscriminatory access to the 911 and E911 Call-Related Databases in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 or the FCC's or Commission's orders. Where Local Switching or Tandem Switching associated with a particular Signaling facility or Call-Related Database is or becomes a Nonconforming Facility, the associated Signaling facility or Call-Related Database associated with that Local Switching or Tandem Switching facility shall also be subject to the same transitional provisions in Section 3.8 (except for the 911 and E911 Call-Related Databases, as noted above).

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### 3.5 Unbundled Interoffice Facilities.

3.5.1 General Requirements. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, (a) Verizon shall provide Dedicated Transport and Dark Fiber Transport under the Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and the FCC's or the Commission's orders; and (b) Verizon shall provide Dedicated Transport and Dark Fiber Transport to NSC only if NSC obtains access to the subject facility in order to provide a "Qualifying Service" on a common carrier basis; provided, however, that once NSC has obtained access to the Dedicated Transport or Dark Fiber Transport or provide a Qualifying Service, NSC may use those UNEs to provide any additional services, including non-qualifying services and information services.

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3.5.2 Dedicated Transport. On or after the effective date of this Amendment, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or the FCC's or the Commissions' orders:

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3.5.2.1 Upon NSC's written request, Verizon shall provide NSC with nondiscriminatory access to DS1 Dedicated Transport and DS3 Dedicated Transport on an unbundled basis pursuant to the Amended Agreement, Verizon will provide access to DS1 Dedicated transport and DS3 Dedicated Transport regardless of the underlying technology Verizon employs, including SONET transport.

**Deleted:** . For the avoidance of doubt: (a) a transmission facility or service between a Verizon switch or wire center and a switch or wire center of NSC or a third party is not Dedicated Transport; and (b) a transmission facility or service that uses an OCn interface or a SONET interface is not Dedicated Transport

3.5.2.2 Cap on Dedicated Transport. NSC may obtain on an unbundled basis a maximum of twelve (12) DS3 Dedicated Transport circuits (or twelve (12) 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 and shall be available as special access or other tariffed service.

**Deleted:** Subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing the Nonconforming Facilities described in clauses (a) and (b) above under the Agreement or the Amended Agreement.

3.5.2.3 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing NSC with nondiscriminatory access to DS1 Dedicated Transport or DS3 Dedicated Transport on an unbundled basis under the Amended Agreement on a particular Route upon a finding by the Florida Public Service Commission 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) or on all Routes. Any DS1 Dedicated Transport or DS3 Dedicated Transport previously made available to NSC on the subject Route(s) shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.

3.5.3 Dark Fiber Transport. On or after the effective date of this Amendment, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or the FCC's or the Commission's orders:

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3.5.3.1 Upon NSC's written request, Verizon shall provide NSC with nondiscriminatory access to Dark Fiber Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt, Dark Fiber Transport does not include a dark fiber facility between (a) a Verizon switch or wire center and (b) a switch or wire center of NSC or any third party that is not located in a Verizon wire center, and subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing such Nonconforming Facility under the Amended Agreement.

3.5.3.2 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing NSC with nondiscriminatory access to Dark Fiber Transport on an unbundled basis under the Agreement or the Amended Agreement on a particular Route upon a finding by the Florida Public Service Commission or the FCC that requesting telecommunications carriers are not impaired without access to unbundled Dark Fiber Transport on the subject Route(s) or on all Routes. Any Dark Fiber Transport previously made available to NSC on the subject Route(s) shall be considered a Nonconforming Facility as of the effective date of the nonimpairment finding.

### 3.6 Commingling and Combinations.

3.6.1 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 shall, commingle, an unbundled Network Element or a combination of unbundled Network Elements obtained under the Agreement or Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or under an Verizon UNE tariff ("Qualifying UNEs"), with wholesale services obtained from Verizon under a Verizon access tariff, services obtained through resale pursuant to section 251(c)(4), or separate non-251 agreement ("Qualifying Wholesale Services"), but only to the extent and so long as commingling is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Moreover, to the extent and so long as required by 47 U.S.C. § 251(c)(3) and 47 U.S.C. Part 51, Verizon shall, upon request of NSC, perform the functions necessary to commingle Qualifying UNEs with Qualifying Wholesale Services. Subject to Section 3.8.3 below, the rates, terms and conditions of the applicable access tariff, resold service, 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, as

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applicable, will apply to the Qualifying UNEs. "Ratcheting," as that term is defined by the FCC, shall not be required. Qualifying UNEs that are commingled with Qualifying Wholesale Services are not included in the shared use provisions of the applicable tariff. [Verizon shall not deny access to a UNE or a combination of UNEs on the ground that the UNE or UNE combination shares part of Verizon's network with access services or other non-qualifying services.](#)

**Deleted:** ; provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment to this Amendment. This charge is intended to offset Verizon's costs of implementing and managing commingled arrangements.

3.6.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT to the contrary:

**Deleted:** Verizon's performance in connection with the provisioning of commingled facilities and services shall not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere

3.6.2.1 Verizon shall not be obligated to provide:

- 3.6.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;
- 3.6.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;
- 3.6.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;
- 3.6.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or
- 3.6.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

unless and until NSC: (a) certifies in writing to Verizon for each DS1 circuit or DS1 equivalent circuit that it is in compliance with each of the service eligibility criteria set forth in 47 C.F.R. § 51.318. NSC must remain in compliance with said service eligibility criteria for so long as NSC continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. If the circuit is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit will be treated as a Nonconforming Facility subject to the provisions of Section 3.8 below. The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements.

3.6.2.2 Each written certification to be provided by NSC pursuant to Section 3.6.2.1 [shall state that each requested circuit is in compliance with eligibility criteria set forth in 47 C.F.R. § 51.318.](#) [At NSC's option, NSC may include in such certification letter the following information for each DS1 circuit or DS1 equivalent: \(a\) the local number assigned to each DS1 circuit or DS1 equivalent; \(b\) the local numbers assigned to each DS3 circuit \(must have 28 local numbers assigned to it\); \(c\) the date each circuit was](#)

**Deleted:** For existing circuits, the CLEC must re-certify in writing for each DS1 circuit or DS1 equivalent within 30 days of the Amendment Effective Date. Circuits not re-certified shall be Nonconforming Facilities.

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established in the 911/E911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information. Notwithstanding section 3.6.2.7, if NSC provides the information identified in this section 3.6.2.2 for any circuit, Verizon shall have no right to audit such circuit for compliance service eligibility criteria.

- 3.6.2.3 **The charges for conversions are as specified in the Pricing Attachment to this Amendment and apply for each circuit converted. [newsouth to review/no reason they should be different than existing charges?]**
- 3.6.2.4 Until such time as Verizon implements its ASR-driven conversion process in the 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 date of Verizon's receipt of an accurate and complete ASR or electronic request for conversion pursuant to Verizon's conversion guidelines.
- 3.6.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a **retag fee per circuit** will apply as specified in the pricing attachment. **[newsouth to review]** Verizon shall ensure that the conversion of qualifying circuits from special access to UNEs, or from UNEs to special access, shall be accomplished in a manner that does not disrupt the customer's service or perception of service quality.
- 3.6.2.6 All requests for conversions will be handled as a project and will be excluded from all ordering and provisioning metrics.
- 3.6.2.7 Once per calendar year, and based on a specific and demonstrable concern that NSC is not in compliance with the service eligibility criteria, Verizon may obtain and pay for an independent auditor to audit NSC's compliance in all material respects with the service eligibility criteria applicable to EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants. Such audits will require compliance testing designed by the independent auditor, including an examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that NSC materially failed to comply with the service eligibility criteria, then NSC must convert all noncompliant circuits to the appropriate service, true up any difference in payments, and make the correct payments on a going-forward basis. For

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purposes of both true up charges and going-forward charges, NSC may adopt any applicable Verizon term and volume plan. Should twenty percent (20%) of more of audited circuits fail to comply with service eligibility criteria, NSC will reimburse Verizon for the entire cost of the audit within thirty (30) days after receiving a statement of such costs from Verizon. NSC shall have the right to contest the audit findings with respect to any circuit the audit purports to find in noncompliance. NSC shall provide written notice to Verizon identifying disputed circuits. The parties shall each designate a senior representative to attempt to negotiate a resolution to such dispute. If the representatives are unable to settle such dispute within 30 days of their designation, either party may file a complaint in the appropriate state commission or the FCC. NSC shall not be required to convert any disputed circuit unless and until such dispute has been resolved against NSC, in which case NSC shall true up charges as of the date of the conclusion of the audit. Should the independent auditor confirm NSC's material compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then NSC shall provide to the independent auditor for its verification a statement of NSC's out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall then reimburse NSC for its out-of-pocket costs within thirty (30) days of the auditor's verification of the same. NSC shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit; provided, however that NSC shall only be required to maintain such records as it maintains in the ordinary course of business.

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3.6.2.8 Verizon shall convert stand-alone circuits purchased as wholesale circuits to individual UNEs. NSC shall not be required to certify compliance with the eligibility criteria in section 3.6.2.1. for such conversions. The bill effective date for the conversion of stand-alone UNEs shall be the date of receipt a NSC's request for such conversion.

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### 3.7 Routine Network Modifications.

3.7.1 General Conditions. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall make such routine network modifications, as are necessary to permit access by NSC to the Loop, Dedicated Transport, and Dark Fiber Transport facilities available under the Amended Agreement, including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport. Verizon will not perform trenching, pull cable, construct wholly new Loops or Transport or install new aerial, buried, or underground cable to provision an order of NSC. Routine network modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable; and adding a drop. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing

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of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable NSC to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. ▾

**Deleted:** Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier or the placement of new cable.

3.7.2 Performance Plans. To the extent that performing routine modifications to existing loop facilities affects loop provisioning intervals, Verizon's performance in connection with the provisioning intervals of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are necessary shall not be subject to standard provisioning intervals, or to performance measures and remedies for provisioning intervals, if any, contained in the Amended Agreement or elsewhere; except to the extent that the relevant state Commission adopts, modifies or clarifies performance intervals to account for such network modifications,

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3.7.3 Cost Recovery. Verizon may recover reasonable and attributable forward looking costs of routine network modifications to the extent that Verizon demonstrates that such costs are not included in the recurring rates for the relevant Network Elements. Until such time as the relevant State Commission determines the appropriate cost-recovery mechanism, including appropriate non-recurring charges, if any, Verizon shall not levy any charges for routine network modifications. Nothing in this section 3.7.3 shall preclude Verizon from assessing charges set forth in the existing standard pricing schedule.

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### 3.8 Transitional Provisions for Nonconforming Facilities.

3.8.1 Nonconforming Facilities – Switching. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 or the FCC's or Commission's orders, Verizon and NSC will abide by the following transitional procedures with respect to Mass Market Switching and Enterprise Switching:

3.8.1.1 Mass Market Switching. Upon a finding by the Florida Public Service Commission that no impairment exists in a particular market with respect to Mass Market Switching, Verizon will continue accepting orders under the Amended Agreement for Mass Market Switching for a transitional period of five (5) months. Thereafter, Verizon shall be under no obligation to accept new orders for Mass Market Switching, except, where applicable, on a transitional basis as set forth in section 51.319(d)(2)(iii)(C). Counting from the date of the Florida Public Service Commission's order finding no impairment in a particular market or markets, NSC shall submit orders to Verizon to migrate the embedded base of its end user customers in the subject market off of Verizon's Mass Market Switching product to any other switching service or product made available by Verizon, subject to Section 3.8.3 below, under separate agreement, or to NSC's own or a third party's facilities, in accordance with the following schedule: (a) during month 13, NSC must submit orders to migrate one-third of its embedded base of end user customers; (b) during month 20, NSC must submit orders to migrate one-half of the remaining embedded base of end user customers; and (c) during month 27, NSC must submit orders to migrate the remainder of its embedded base of end user customers. For purposes of the foregoing schedule, customers already in a

“rolling” transition plan established by the Florida Public Service Commission shall not be included in the embedded base.

3.8.1.2 Enterprise Switching. Verizon will provide NSC with at least thirty (30) days advance written notice of the date on which Verizon will cease provisioning Enterprise Switching to NSC. Verizon agrees to continue provisioning Enterprise Switching to NSC under the terms of the Amended Agreement during a transitional period, which transitional period shall end on the date set forth in the notice. Beginning January 1, 2004, NSC shall have ninety (90) days in which to submit orders to Verizon to migrate its embedded base of end user customers served by Verizon's Enterprise Switching product to any other switching service or product made available by Verizon, subject to Section 3.8.3 below, under separate agreement, or to NSC's own or a third party's facilities.

3.8.2 Other Nonconforming Facilities. With respect to any Nonconforming Facility not addressed in Section 3.8.1 above, Verizon will notify NSC in writing as to any particular unbundled facility previously made available to NSC that is or becomes a Nonconforming Facility, as defined herein. During a transitional period of three years, from the date of such notice, Verizon agrees to continue providing the Nonconforming Facilities where such facilities were in use, or were ordered, as of the date of the notice. For those Network Elements that the FCC identified in the TRO as no longer subject to unbundling pursuant to section 251(c)(3), such notice period shall begin on the effective date of this Amendment. At the end of that three-year period, unless NSC has submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Nonconforming Facility, Verizon shall, subject to Section 3.8.3 below, convert the subject Nonconforming Facilities to an analogous tariff service, if available, or if no analogous tariff service is available, to such other service arrangement as NSC may have separately secured from Verizon (e.g., a separate agreement at just and reasonable rates or resale); *provided, however*, that where there is no analogous tariff service, if NSC has not separately secured from Verizon, subject to Section 3.8.3 below, a substitute service within such three year period, then Verizon may disconnect the Nonconforming Facilities. Where the Nonconforming Facilities are converted to an analogous tariff service, Verizon shall, subject to Section 3.8.3 below, provide such tariff services at the month-to-month rates, or, at the election of NSC, an applicable term and volume plan, including incorporating the Nonconforming Facilities into an existing term and volume plan, and in accordance with the terms and conditions, of Verizon's applicable tariff, with the effective bill date being the first day following the three year notice period. Unless otherwise provided by the the FCC or the relevant state Commission, NSC shall pay all applicable termination charges, if any, for any Nonconforming Facilities that NSC requests Verizon to disconnect, or that Verizon disconnects as permitted by terms of this Amendment or otherwise.

3.8.3 Limitation With Respect to Substitute Services. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent a Nonconforming Facility is replaced, in whole or in part, by a service, facility or arrangement that Verizon is not required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide, including without limitation an analogous access service (a "Substitute Service"), and such Substitute Service is not available in any Verizon tariff or as a resold service, any negotiations regarding the rates, terms or conditions of such Substitute

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- Deleted:** ; and *provided, further*, that with respect to any dark fiber facility that, pursuant to the terms of this Amendment, is (or becomes) a Nonconforming Facility, the transition period shall be ninety (90) days from the date of the aforementioned notice; and *provided further*, that unless NSC, subject to Section 3.8.3 below, has separately secured from Verizon a suitable transitional services agreement for such dark fiber facilities within that ninety (90) day period, Verizon may disconnect the Nonconforming Facility in question.
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Service shall not be deemed to have been conducted pursuant to this Amended Agreement or 47 U.S.C. § 252(a)(1) (or 47 C.F.R. Part 51), and the rates, terms, and conditions of any such Substitute Service shall not be subject to arbitration pursuant to 47 U.S.C. § 252(b). Verizon does not agree to negotiate pursuant to 47 U.S.C. § 252(a)(1) the rates, terms, or conditions of any Substitute Service. Any reference in this Amended Agreement to Verizon's provision of a 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 in a manner contrary to this Section 3.8.3. Notwithstanding the forgoing, the parties agree to conduct such negotiations in good faith. If, despite the parties' good faith efforts, the parties fail to negotiate the terms, rates and conditions of a Substitute Service, either party may invoke the dispute resolution provisions of the agreement. Pending the outcome of the dispute resolution process, Verizon shall not, except upon the written request of NSC, disconnect the Nonconforming Facility, and shall continue to charge NSC the existing UNE rate.

3.8.4 Conversion Process. Verizon shall not convert a UNE to a Substitute Service unless and until the parties have agreed upon a conversion process that is seamless and minimizes customer disruption.

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## 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.
- 1.2 Charges for Services provided under the Amended Agreement shall be those set forth in Exhibit A of this Pricing Attachment and in the Amended Agreement (including any cross references therein to applicable tariffs). For rate elements provided in Exhibit A of this Pricing Attachment that do not include a Charge, if any, whether marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify NSC in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill NSC, and NSC shall pay to Verizon, for Services provided pursuant to this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge; provided, however that should NSC dispute the charge, and withhold all or a portion of the payment pending the resolution of such dispute, which resolution shall, if necessary, be resolved pursuant to the dispute resolution provisions of the Agreement. . . Subject to NSC's dispute such charge, any Charges set out in a notice provided by Verizon to NSC pursuant to this Section 1.2 shall be deemed to be a part of Exhibit A of this Pricing Attachment immediately after Verizon sends such notice to NSC and thereafter.
- 1.3 In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, the Charges for the Service shall be the Charges required, approved, or otherwise allowed to go into effect, by the Florida Public Service Commission or the FCC (including, but not limited to, in a tariff that has been filed with the Florida Public Service Commission or the FCC), provided such Charges are not subject to a stay issued by any court of competent jurisdiction.
- 1.4 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.3 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

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**EXHIBIT A \***

<b>Florida</b>		
<u>Description - UNE DS-0 Network Modifications</u>	<b>Non-Recurring Charge</b>	<b>Monthly Recurring Charge</b>
ENGINEERING QUERY <sup>1</sup>	\$169.64	\$0.00
ENGINEERING WORK ORDER <sup>2</sup>	\$650.31	\$0.00
EXPEDITE ENGINEERING QUERY <sup>3</sup>	\$242.46	\$0.00
EXPEDITE ENGINEERING WORK ORDER <sup>3</sup>	\$1,029.03	\$0.00
REMOVAL OF LOAD COILS - Initial - Greater than 12K ft.	\$249.91	\$0.00
REMOVAL OF LOAD COILS- Subsequent - Greater than 12K ft.	\$270.78	\$0.00
REMOVAL OF BRIDGED TAPS - Initial - Greater than 12K ft.	\$318.71	\$0.00
REMOVAL OF BRIDGED TAPS- Subsequent - Greater than 12K ft.	\$34.88	\$0.00
REMOVAL OF BRIDGED TAPS & LOAD COILS - Initial - Greater than 12K ft.	\$568.62	\$0.00
REMOVAL OF BRIDGED TAPS & LOAD COILS - Subsequent - Greater than 12K ft.	\$34.88	\$0.00
LINE & STATION TRANSFER	\$147.75	\$0.00
COPPER TO DLC REARRANGEMENT	\$295.50	\$0.00
INSTALLATION OF REPEATER	\$946.93	\$0.00
INSTALLATION OF RANGE EXTENDER	\$946.93	\$0.00
CLEAR DEFECTIVE PAIR	\$225.00	\$0.00
SERVING TERMINAL INSTALLATION (Existing Facilities)	Time & Materials	\$0.00
UPGRADE EXISTING SERVING TERMINAL (Existing Facilities)	Time & Materials	\$0.00
ACTIVATE DEAD COPPER CABLE PAIR	\$147.75	\$0.00
REASSIGNMENT OF EXISTING NON-WORKING CABLE PAIR	\$75.00	\$0.00
BINDER GROUP FACILITY REARRANGEMENT	\$147.75	\$0.00
REARRANGEMENT - IDLC TO COPPER	\$147.75	\$0.00
REARRANGEMENT - IDLC TO UDLC	\$147.75	\$0.00
DISPATCH - CHANNEL UNIT INTO EXISTING COTTED/UDLC	\$62.50	\$0.00
PERFORM COPPER REARRANGEMENT	\$147.75	\$0.00
OTHER REQUIRED MODIFICATIONS	Time & Materials	\$0.00
<u>Description - UNE DS-1, DS-3 Network Modifications</u>	<b>Non - Recurring Charge</b>	<b>Monthly Recurring Charge</b>
ENGINEERING QUERY <sup>1</sup>	\$ 169.64	\$0.00
ENGINEERING WORK ORDER <sup>2</sup>	\$ 650.31	\$0.00
EXPEDITE ENGINEERING QUERY <sup>3</sup>	\$ 242.46	\$0.00
EXPEDITE ENGINEERING WORK ORDER <sup>3</sup>	\$ 1,029.03	\$0.00
DS-1 / DS-3 NETWORK MODIFICATION <sup>4</sup>	\$ 1,000.00	\$0.00
OTHER REQUIRED MODIFICATIONS	Time & Materials	\$0.00
<b>Notes:</b>		
<sup>1</sup> Engineering Query Charges apply in addition to other listed rates.		
<sup>2</sup> Engineering Work Order Charges apply in addition to other listed rates.		
<sup>3</sup> Expedite Engineering Query Charges or Expedite Engineering Work Order Charges apply in addition to other listed rates.		

\* The rate schedules shown are subject to unilateral change by Verizon, unless and until finalized in connection with an executed interconnection agreement amendment.

\* DS-1 / DS-3 Network Modifications Include the following: Installation of new apparatus case, multiplexer reconfiguration, installation of new multiplexer, removal/installation of required electronics, copper rearrangement (DS-1 only), removal of load coils, installation of double card, cross-connection to existing fiber facility, installation of line card, removal of bridge taps, clear defective pair (where feasible).

When routine network modifications are performed on a loop and transport that are combined, charges apply to both loop and transport.		
Other	Non-Recurring Charge	
Commingled Arrangements - per UNE circuit	\$50.00	
Access To Splice Point Sub-loop Unbundling	Time & Materials	
Unbundled Fiber To The Home Loop Narrowband	TBD-NRC	TBD-MRC
Conversion Charges		
	Non-Recurring Charge	
Voice Grade/DSO 1- 24 Circuits per service order	\$99.77	
Voice Grade/DSO 25+ Circuits - First Service Order (MOG) per service order	\$99.77	
Voice Grade/DSO 25+ Circuits - Additional Service Order (MOG) per service order	\$4.56	
Voice Grade/DSO Per Circuit Conversion Charge	\$41.64	
DS1 and above 1-24 Circuits per service order	\$117.27	
DS1 and above 25+ Circuits - First Service Order (MOG) per service order	\$117.27	
DS1 and above 25+ Circuits - Additional Service Order (MOG) - per service order	\$4.56	
DS1 and above Per Circuit Conversion Charge	\$41.64	
Circuit Retag per circuit	\$20.00	
<b>Dark Fiber</b>		
Dark Fiber Routine Network Modifications	Time and Materials	

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[\[NewSouth objects to these charges to the extent that they are different from or in addition to any existing, agreed upon charges\].](#)

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Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, as of October 2, 2003:

3.2.1 Line Sharing.

3.2.1.1 New Line Sharing. Verizon shall be under no obligation to provision new Line Sharing arrangements under the Agreement or this Amendment; *provided, however*, that as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and subject to Section 3.8.3 below, Verizon offers new Line Sharing arrangements on a transitional basis pursuant to rates, terms, and conditions offered by Verizon in a separate agreement that is subject to FCC-prescribed pricing rules.

Grandfathered Line Sharing. Any existing Line Sharing arrangement over a copper Loop or Sub-Loop in place with an end user customer of NSC will be grandfathered at existing rates, provided NSC began providing xDSL service to that end user customer using Line Sharing over that Loop or Sub-Loop prior to October 2, 2003, and only so long as NSC has not ceased providing xDSL service to that end user customer at the same location over that Loop or Sub-Loop.