

Attachment 25 – Special Access Overlay Ethernet Adjustment Agreement

This Attachment 25 ("**Special Access Overlay Ethernet Adjustment Agreement**") (this "**Product Schedule**") is entered into effective as of the Attachment 25 Effective Date (as defined in Section 1 below) by and among Verizon Business Network Services Inc., on its own behalf and on behalf of its affiliates associated with the ACNAs listed in Exhibit 1 hereto (individually and collectively, "**VZB**" or "**Customer**") and Verizon Services Corp. on behalf of the Verizon operating telephone companies set forth on the signature page to this Product Schedule (individually and collectively, "**Verizon**"). (Verizon and VZB may be referred to hereinafter, each, individually as a "**Party**", and, collectively, as the "**Parties**"). This Attachment 25 is attached to that certain Verizon Partner Solutions Master Services Agreement (the "**MSA**" or the "**Agreement**") dated as of March 8, 2007 between the Parties. All capitalized terms not otherwise defined in this Product Schedule (including, but not limited to any Attachments or Amendments hereto) shall have the meanings set forth in the Contract Tariffs (as defined below), as applicable.

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REDACTED

[REDACTED]

1. Effective Date and Service Period.

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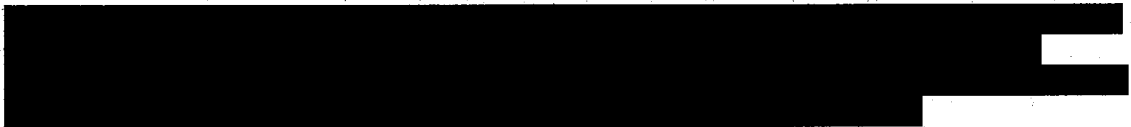
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3. General.

[REDACTED]

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4. Quarterly Reviews.

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5. Introduction to Annual Review.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Backward Looking Annual Review (Process #1)

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6.2.1 Description of Plan Evaluation Watermark Advancement Option.

[REDACTED]

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6.2.2 Backward Looking Annual Review Process.

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9. Reserved.

10. Reserved.

11. Mergers, Acquisitions, Divestitures, & Other Changes in Control of VZB.

11.1 Sale or other transfer of ownership from VZB to an unaffiliated third party.

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11.2 Mergers and Acquisitions of Customer.

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11.4 Plan Evaluation Watermark Adjustment

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12. Sale or Acquisition of Properties by Verizon.

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13. Termination.

[REDACTED]

[REDACTED]

13.3 Termination Due to Regulatory Event. Verizon, effective upon written notice to VZB, may terminate [REDACTED] this Product Schedule, if a legislative, regulatory, judicial, or other governmental decision, order, determination, complaint (whether formal or informal) or action, a potential claim or challenge by a third party, or any change in Applicable Law prohibits or interferes (or could potentially prohibit or interfere) with Verizon's ability to enforce the terms and conditions set forth in this Product Schedule or prohibits or interferes (or could potentially prohibit or interfere) with Verizon's or VZB's performance under this Product Schedule. In the event of a termination under this Section 13.3, a Termination Review shall be conducted (including, but not limited to, reconciliation of any payments and credits due to either Party) in accordance with Section 14 below.

14. Termination Review.

[REDACTED]

[REDACTED]

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15. The Parties agree that this Product Schedule (including, but not limited to the exhibits hereto) is not prohibited by or contrary to, in whole or in part, 47 U.S.C. § 203 or any implementing rules or regulations. Both Parties agree to contest any challenge, demand, or request that is inconsistent with the terms of this Section 15.

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

17. **COUNTERPARTS.** This Product Schedule may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one and the same document.

SIGNATURE PAGE FOLLOWS

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule effective as of the Attachment 25 Effective Date.

Verizon Business Network Services Inc., on behalf of itself and its affiliates that are associated with the ACNAs set forth on Exhibit 1 hereto

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Verizon Operating Telephone Companies

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

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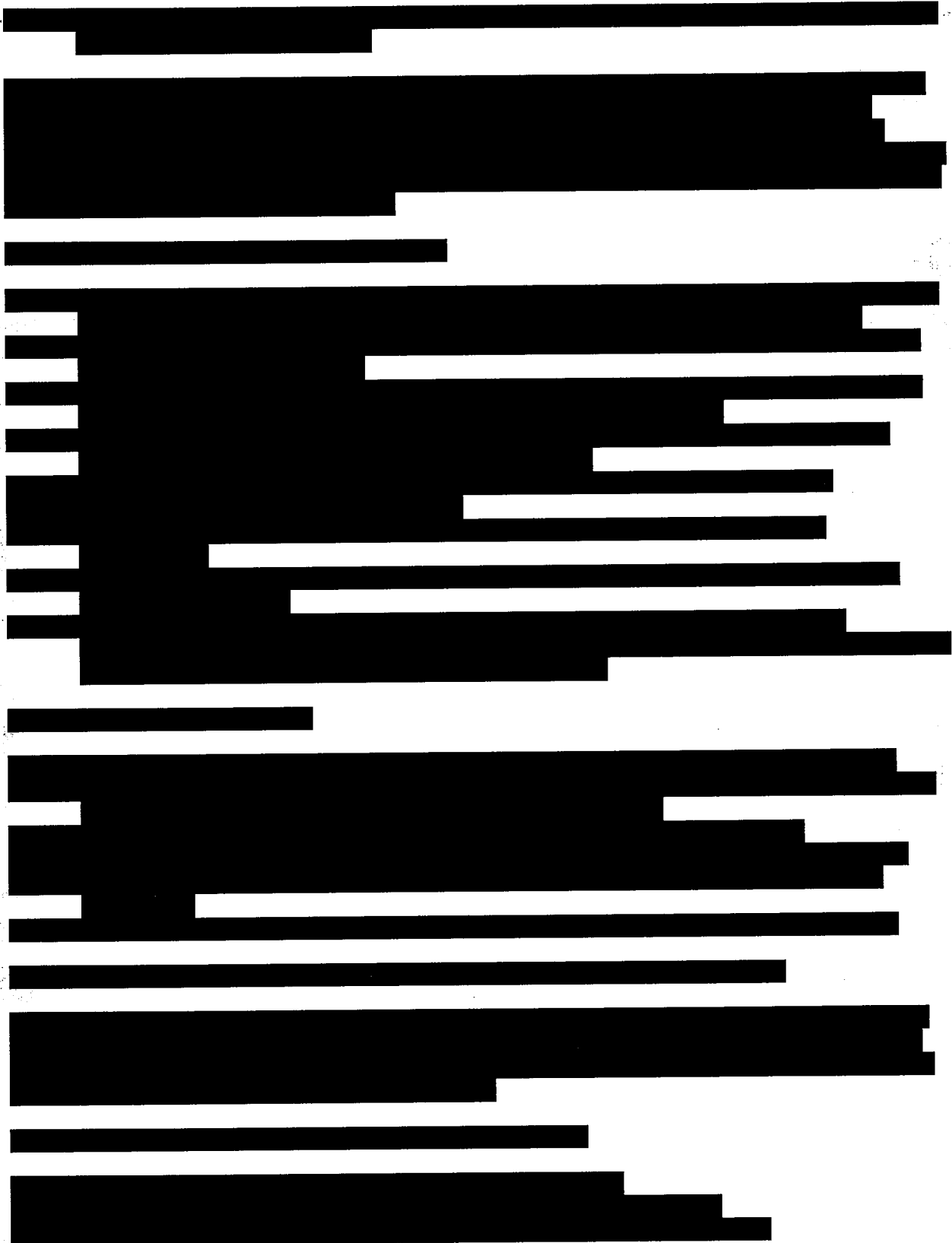
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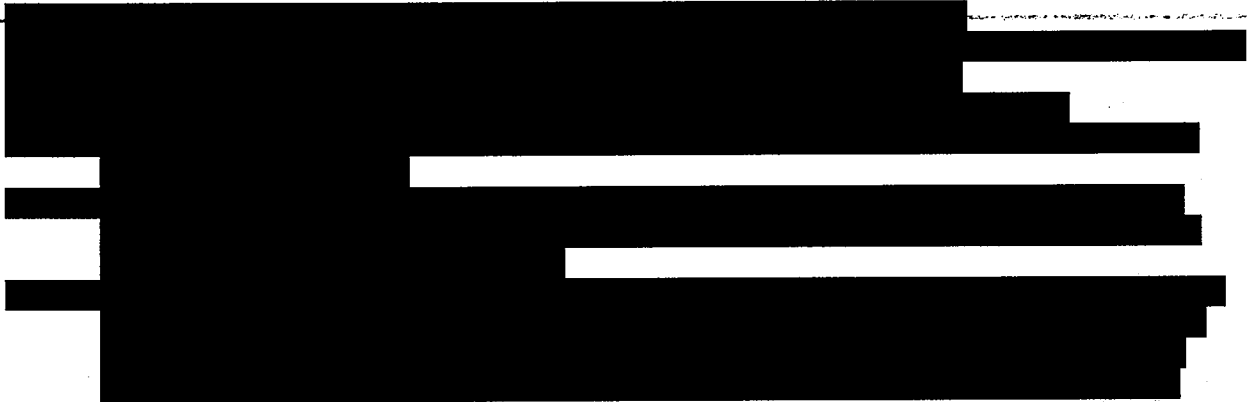
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Table with columns labeled USOCs and COS. The table contains multiple rows, many of which are hatched, indicating redacted data. The labels USOCs and COS are repeated under each column group.