

AMENDMENT NO. ____

to the

INTERCONNECTION AGREEMENT

between

[VERIZON LEGAL ENTITY]

and

[CLEC FULL NAME]

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

WITNESSETH:

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

[WHEREAS, Verizon and ***CLEC Acronym TXT*** are Parties to an Interconnection Agreement under Sections 251 and 252 of the 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 or Commonwealth] of [STATE/COMMONWEALTH NAME], the interconnection agreement between [NAME OF UNDERLYING CLEC AGREEMENT] and VERIZON (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and]

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

WHEREAS, 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

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 Attachment to the TRO Amendment (including Exhibit A) attached hereto. The TRO Attachment and the Pricing Attachment to the TRO Amendment (including Exhibit A) 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. 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~~ 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 [***State Commission TXT***], the FCC, any court or any other governmental authority related to, concerning or that may affect ~~Verizon's~~ Either Party's obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law. Notwithstanding any other provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, should the FCC, the D.C. Circuit, or the United States Supreme Court issue a stay of any or all of the TRO's provisions, or should the D.C. Circuit or the United States Supreme Court issue a stay of any or all of the D.C. Circuit Decision's provisions, any terms and conditions of this Amendment that implement 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, renegotiated by the Parties.~~
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.

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

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

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

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

FOR CALIFORNIA, FLORIDA, PENNSYLVANIA and WEST VIRGINIA ONLY, ADD:

Date: _____

Date: _____

TRO Attachment

1. General Conditions

- 1.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: (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 ***CLEC Acronym TXT*** under the terms of this Amended Agreement ~~only to the extent required by both 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 51, Applicable Law~~, and, (b) Verizon may decline to provide access to UNEs, Combinations, or Commingling to ***CLEC Acronym TXT*** to the extent that provision of access to such UNEs, Combinations, or Commingling is not required by ~~both 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 51, Applicable Law~~.
- 1.2 ~~***CLEC Acronym TXT*** may use a UNE, a Combination, or Commingling only for those purposes that are consistent with those purposes for which Verizon is required by 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 51 Applicable Law to provide such UNE, Combination, or Commingling to ***CLEC Acronym TXT***. For avoidance of doubt, Sprint may use any UNE for the provision of any telecommunications service, subject only to technical feasibility. Sprint may also use any UNE for the purpose of providing non-telecommunications services if it is also providing a telecommunications service on the same UNE.~~
- 1.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon is required by a change in Applicable Law to provide to ***CLEC Acronym TXT*** pursuant to 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 51 a UNE, a Combination, or Commingling that is not offered under the Amended Agreement to ***CLEC Acronym TXT*** as of the Amendment Effective Date, the rates, terms, conditions for such UNE, Combination, or Commingling shall be as provided in an applicable Verizon tariff, or, in the absence of an applicable Verizon tariff, as mutually agreed in writing by the Parties. If the Parties are unable to agree as to the rates, terms, conditions for such UNE, Combination, or Commingling either Party may invoke the dispute resolution provisions of the Agreement to resolve the matter.
- ~~1.4 Verizon~~ 1.4 Each Party reserves the right to argue in any proceeding before the [***State Commission TXT***], the FCC or another governmental body of competent jurisdiction that an item identified in the Agreement or this Amendment as a Network Element (a) is or is not a Network Element under 47 U.S.C. § 251(e)(3) Applicable Law, (b) is or is not a Network Element Verizon is required by 47 U.S.C. § 251(e)(3) to provide to ***CLEC Acronym TXT***, or (c) is Applicable Law to provide to ***CLEC Acronym TXT***, or (c) is or is not an item that Verizon is ~~not~~ is required to offer to ***CLEC Acronym TXT*** to ***CLEC Acronym TXT*** at the rates set forth in the Amended Agreement. Each Party reserves the right to argue in any proceeding before the Commission, the FCC or another governmental body of competent jurisdiction that an item not identified in the Agreement, this Amendment, or any Verizon tariff or SGAT (a) is a Network Element under Applicable Law, (b) is a Network Element Verizon is required to provide by Applicable Law, or (c) is an item that Verizon is required to offer to 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 Applicable Law

All effective laws, rules and regulations, including, but not limited to, the Act, effective rules, regulations, decisions and orders of the FCC and this Commission, including but not limited to 47 C.F.R. Part 51, the Merger Conditions and all effective orders and decisions of courts of competent jurisdiction. This includes, but is not limited to, paragraph 39 of the Merger Conditions which provides that Verizon is prohibited from discontinuing any UNEs or combinations of UNEs as set forth therein. The Parties acknowledge that this Amended Agreement does not reference each and every rule contained in 47 C.F.R. Part 51 pertaining to the provision of UNEs, Combinations, and Commingling. Such rules remain in effect and are applicable to the provision of UNEs by Verizon and use by Sprint unless explicitly altered in this Amended Agreement.

2.2 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.

2.3 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, Verizon wire centers, or locations where Verizon has a Reverse Collocation, that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51-Applicable Law. 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 except where Verizon has reverse collocated at a third party location.

2.4 Dark Fiber Loop

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

2.5 2.3 Dedicated Transport.

A DS1 or DS3 transmission facility between Verizon switches (as identified in the LERG) or, wire centers, or locations where Verizon has a Reverse Collocation, 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-Applicable Law. 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 except where Verizon has reverse collocated at a third party location.

2.6 2.4-DS1 Dedicated Transport.

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

2.7 2.5-DS3 Dedicated Transport.

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

2.8 2.6-DS1 Loop.

~~A digital transmission channel suitable for the transport of local Loop having a total digital signal speed 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. Applicable Law. A DS-1 Loop requires~~includes the electronics necessary to provide the DS-1 transmission rate, including but not limited to high-bit rate digital subscriber line equipment installed on two-wire or four-wire copper loops.

2.9 2.7-DS3 Loop.

~~A digital transmission channel suitable for the transport of isochronous bipolar serial data at a rate of local Loop having a total digital signal speed 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 requires~~Applicable Law. A DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate.

2.10 Enhanced Extended Link (EEL).

A combination of unbundled Loop and unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those network elements.

2.11 2.8-Enterprise Switching.

Local Switching or Tandem Switching that, if provided to ~~***CLEC Acronym TX~~T*** would be used for the purpose of serving ~~***CLEC Acronym TX~~T***'s customers using DS1 or above capacity Loops.

2.12 2.9-Feeder.

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

2.13 2.10-FTTH Loop.

A local Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in that serves an end user's central office and the demarcation point at the end user's customer premises.

~~2.11~~ ~~House and Riser Cable.~~

2.14 A distribution facility in Verizon's network, other than in a FTTH Loop, between the minimum point of entry ("MPOE") at a multiunit premises where an end user customer is located and the Demarcation Point for such facility, that is owned and controlled by Verizon. ~~[FOR AZ, CA, DE, ID, IL, IN, MD, MI, NV, NC, OH, OR, PA, East and West, SC, TX, VA East and West, DC, WA, WV and WI] DELETE this definition and REPLACE with: [This section intentionally left blank].~~

2.15 2.12 Hybrid Loop.

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

2.16 2.13 Line Sharing.

~~[FOR AZ, CA, DE, ID, IL, IN, MD, MI, NV, NC, OH, OR, PA East and West, SC, TX, VA East and West, DC, WA, WV and WI]~~

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 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 owned or controlled by Verizon.

~~[FOR ALL OTHER STATES]~~

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 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.

2.17 Line Splitting.

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

2.18 Loop.

A transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office or wire center and the loop demarcation point at an end-user customer premises. It includes all the features and functionality of the facility, the network interface device, all attached electronics necessary to establish the transmission path, and any inside wire owned or controlled by Verizon.

2.19 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 all 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 including but not limited to custom calling, custom local area signaling and Centrex, as well as any technically feasible customized routing functions); (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).

2.20 2-15 Mass Market Switching.

Local Switching or Tandem Switching that Verizon offers on an unbundled basis pursuant to 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 51, Applicable Law, and that is provided to ***CLEC Acronym TXT*** to serve ***CLEC Acronym TXT***'s end user customers over DS0 Loops.

2.21 Merger Conditions.

GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee: for Consent to Transfer Control of Domestic and International Sections 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License, CC Docket No. 98-184 Memorandum Opinion and Order, 15 FCC Rcd 14032; 2000 FCC LEXIS 5946, (2000) ("Bell Atlantic/GTE Merger Order") The Merger Conditions appear as Appendix D to the Bell Atlantic/GTE Merger Order.

2.22 Network Interface Device.

Any means of interconnection of customer premises wiring to Verizon's distribution plant.

2.23 2-16 Nonconforming Facility.

Any facility that Verizon was providing to ***CLEC Acronym TXT*** on an unbundled basis pursuant to the Agreement or a Verizon tariff or SGAT prior to October 2, 2003, but which Verizon is no longer obligated to provide on an unbundled basis under 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 51, Applicable Law, whether by operation of the TRO, a subsequent nonimpairment finding issued by the [***State Commission TXT***] or the FCC, or otherwise. By way of example and not by way of limitation and subject to the limitations set forth in the Merger Conditions, Nonconforming Facilities may include any of the following: (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; (b) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on a Route or Routes as to which the [***State Commission TXT***] or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities; (c) Enterprise Switching; (d) Mass Market Switching in any market in which the [***State Commission TXT***] or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities; (e) 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"); (f) OCn Loops and OCn

Dedicated Transport; (g) the Feeder portion of a Loop; (h) Line Sharing; (i) an EEL that does not meet the service eligibility criteria established in the TRO; (j) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with ***CLEC Acronym TXT***'s use of Verizon Mass Market Switching; (k) Signaling that is not provisioned in connection with ***CLEC Acronym TXT***'s use of Verizon's Mass Market Switching; (l) FTTH Loops (lit or unlit) in a new build environment; (m) FTTH Loops (lit or unlit) in an overbuild environment, subject to the limited exceptions set forth herein; or (n) any facility or class of facilities as to which the [***State Commission TXT***] or the FCC, on or after October 2, 2003, makes a general finding of nonimpairment.

2.24 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, ~~and~~ 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.

2.25 2.18-[INTENTIONALLY LEFT BLANK]

2.26 Point of Technically Feasible Access.

For copper sub-loops (Sub-Loop Distribution Facility) a Point of Technically Feasible Access is any point in Verizon's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface. Verizon shall, upon a site-specific request, provide access to a copper subloop at a splice near a remote terminal. For Subloops for Multiunit Premises Access a Point of Technically Feasible Access is any point in Verizon's outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

2.27 Reverse Collocation.

A non-incumbent LEC premises where Verizon has installed transmission equipment.

2.28 2.19-Route.

A transmission path between one of Verizon's wire centers or switches or Reverse Collocation and another of Verizon's wire centers or switches or Reverse Collocation (or, as applicable, a class or grouping of such transmission paths in a particular market) 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.

2.29 Service Management System.

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

2.30 2-20-Signaling.

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

2.31 2-21-Sub-Loop for Multiunit Premises Access.

Any portion of a Loop, other than a FTTH 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 including inside wire owned or controlled by Verizon that is technically feasible to access at a Point of Technically Feasible Access, as defined above.

2.32 2-22-Sub-Loop Distribution Facility.

The copper portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end-user customer premises and Verizon's feeder/distribution interface copper Loop, or Hybrid Loop, in Verizon's network that is between an end user customer premises and any point of technically feasible access in Verizon's outside plant, including inside wire owned or controlled by Verizon. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.

2.33 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, as of October 2, 2003:
- 3.1.1.1 DS1 Loops. Upon ***CLEC Acronym TXT***'s written request, Verizon shall provide ***CLEC Acronym TXT*** 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(e)(3) and 47 C.F.R. Part 51. by Applicable Law. Verizon will make DS1 loops available to Sprint, 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 and regardless of the customer for which Sprint will serve unless specifically indicated in this agreement.
- 3.1.1.2 DS3 Loops. Upon ***CLEC Acronym TXT***'s written request, Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to a DS3 Loop on an unbundled basis under the Amended Agreement in accordance with, but only and to the extent required by, 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 51. Applicable Law.
- 3.1.1.2.1 Cap on DS3 Loops. Except as required by the obligations imposed on Verizon by the Merger Conditions, ***CLEC Acronym TXT*** may obtain on an unbundled basis a maximum of two (2) DS3 Loops (or two (2) DS3 equivalents) at any single end user location. Any Loop previously made available to ***CLEC Acronym TXT*** 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 and without waiving any right Sprint may have under the Merger Conditions, subject to the provisions of Section 3.83.9 below, Verizon shall be under no obligation to provide or continue providing ***CLEC Acronym TXT*** with nondiscriminatory access to DS1 Loops or DS3 Loops under the Amended Agreement at a specific end user location if the [***State Commission TXT***] or the FCC finds that ***CLEC Acronym TXT*** or CLECs generally are not impaired without access to such DS1 Loops or DS3 Loops at such end user location (or class or grouping of locations in a particular market). Any DS1 Loops or DS3 Loops previously made available to ***CLEC Acronym TXT*** at the subject end user location shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.
- 3.1.2 FTTH Loops.
- 3.1.2.1 New Builds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ***CLEC Acronym TXT*** shall not be entitled to obtain access to a mass market 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, ***CLEC Acronym TXT*** shall not be entitled to obtain access to a mass market 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, Applicable Law, Verizon shall provide ***CLEC Acronym TXT*** 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 capable of voice grade service, including any inside wire owned or controlled by Verizon. Prior to retiring any copper Loops or copper sub-loops Verizon will comply with the notice of network change regulations in 47 C.F.R. Part 51 §51.325 through §51.333.

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, ***CLEC Acronym TXT*** 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, as of October 2, 2003, when ***CLEC Acronym TXT*** seeks access to a Hybrid Loop for the provision of "broadband 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, Applicable Law, Verizon shall provide ***CLEC Acronym TXT*** 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~~ Verizon's central office 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.

3.1.3.3 Narrowband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, when ***CLEC Acronym TXT*** seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by Applicable Law, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, 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.~~

3.1.3.4 Feeder. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, ***CLEC Acronym TXT*** shall not be entitled to obtain access to the Feeder portion of a Loop on an unbundled, standalone basis, except as provided by Applicable Law.

3.1.4 IDLC Hybrid Loops.

Notwithstanding any other provision of the Agreement, Section ~~3.1.33.1.3~~ above, or any Verizon tariff or SGAT, if ***CLEC Acronym TXT*** requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall, as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Applicable Law, provide ***CLEC Acronym TXT*** unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.

3.1.4.1 Verizon will endeavor to provide ***CLEC Acronym TXT*** with an existing copper Loop ~~or~~ a Loop served by existing Universal Digital Loop Carrier ("UDLC"), or a Loop provisioned on time division multiplexing transmission facilities. Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

3.1.4.2 If neither a copper Loop nor a Loop served by UDLC ~~nor a Loop provisioned on time division multiplexing facilities~~ is available, Verizon shall, upon request of ***CLEC Acronym TXT***, construct the necessary copper Loop or UDLC facilities. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, ***CLEC Acronym TXT*** shall be responsible for the following charges: (a) an engineering query charge for preparation of a price quote; (b) upon ***CLEC Acronym TXT***'s submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by ***CLEC Acronym TXT*** after construction work has started, ***CLEC Acronym TXT*** shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.

3.1.4.3 ~~Verizon's performance in connection with providing unbundled Loops pursuant to this Section 3.1 shall not be subject to standard provisioning intervals or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.~~

3.1.5 Dark Fiber Loops. Upon ***CLEC Acronym TXT***'s written request, Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to a

Dark Fiber Loop on an unbundled basis under the Amended Agreement in accordance with, but only to the extent required by Applicable Law.

3.1.5.1 Nonimpairment. Without limiting any other rights Verizon may have under the Amended Agreement or under Applicable Law, subject to the provisions of Section 3.9 above, Verizon shall be under no obligation to provide or continue providing ***CLEC Acronym TXT*** with nondiscriminatory access to Dark Fiber Loops under the Amended Agreement at a specific end user location if the [***State Commission TXT***] or the FCC finds that ***CLEC Acronym TXT*** or CLECs generally are not impaired without access to such Dark Fiber Loops at such end user location (or class or grouping of locations in a particular market). Any Dark Fiber Loops previously made available to ***CLEC Acronym TXT*** at the subject end user location shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding

3.2 Line Sharing.

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. Except as required by Applicable Law 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, Applicable Law, and subject to Section 3.8.3 below 3.9.3 above, 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.

3.2.1.2 Grandfathered Line Sharing. Any existing Line Sharing arrangement over a copper Loop or Sub-Loop in place with an end user customer of ***CLEC Acronym TXT*** will be grandfathered at existing rates, provided ***CLEC Acronym TXT*** 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 ***CLEC Acronym TXT*** has not ceased providing xDSL service to that end user customer-at the same location over that Loop or Sub-Loop.

3.3 Line Splitting.

3.3.1 In accordance with 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.319(a)(1)(ii) Verizon shall provide Sprint the ability to engage in line splitting arrangements.

3.3.2 Line Splitting arrangements will utilize splitters collocated at the Verizon central office where the copper loop terminates.

- 3.3.3 The CLEC providing the voice service in a Line Splitting arrangement can do so by utilizing unbundled local switching, where available, or by connecting the loop with its own switching equipment.
- 3.3.4 Verizon shall make all necessary network modifications, including modifications to operations support systems, to facilitate the establishment of Sprint Line Splitting arrangements.
- 3.3.5 For avoidance of doubt, Sprint may provide both the voice and digital subscriber line service over a copper Loop by itself, without an arrangement with another CLEC.

3.4 3.3-Sub-Loop.

~~FOR AZ, CA, DE, ID, IL, IN, MD, MI, NV, NC, OH, OR, PA-East and West, SC, TX, VA-East and West, DC, WA, WV, and WI; DELETE Sections 3.3.1 through 3.3.1-2.2. Include the paragraph marker (1) at the end of the text in Section 3.3.1-2.2, and the following section (Distribution Sub-Loop Facility) will automatically renumber to Section 3.3.1.~~

- 3.4.1 3.3.1-Sub-Loop for Access to Multiunit Premises Access. As of October 2, 2003, all provisions in the Agreement governing ~~***CLEC Acronym TXT***~~ access to Inside Wire, House and Riser or House and Riser Cable are hereby deleted and replaced with this Section 3.3.1,3.4.1, which shall supersede any other provision in the Agreement or in any Verizon tariff or SGAT in effect prior to October 2, 2003. Upon request by ~~***CLEC Acronym TXT***~~, Verizon shall provide to ~~***CLEC Acronym TXT***~~ access to the Sub-Loop for Multiunit Premises Access in accordance with, ~~but only and~~ to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 54, Applicable Law.

- 3.4.1.1 3.3.1.1- Inside Wire Sub-Loop. In accordance with, ~~but only and~~ to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 54, Applicable Law, upon request by ~~***CLEC Acronym TXT***~~, Verizon shall provide to ~~***CLEC Acronym TXT***~~ access to a ~~House and Riser Cable~~ inside wire sub-loop pursuant to this Section 3.3.1,3.4.1.1 at the rates and charges provided in the Agreement. Inside wire sub-loop at a multiunit premises is all loop plant owned or controlled by Verizon between the minimum point of entry as defined in 47 C.F.R. 68.105 and the point of demarcation as defined in 47 C.F.R. 68.3. Verizon shall not reserve a ~~House and Riser Cable~~ inside wire sub-loop for ~~***CLEC Acronym TXT***~~. ~~***CLEC Acronym TXT***~~ may access a ~~House and Riser Cable~~ only between the MPOE for such cable and the demarcation point at a technically feasible access point. 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 inside wire sub-loop at any Point of Technically Feasible Access.

- 3.4.1.1.1 3.3.1.1.1-***CLEC Acronym TXT*** must satisfy the following conditions before ordering access to a ~~House and Riser Cable~~ inside wire sub-loop from Verizon:

3.4.1.1.1 ~~3.3.1.1.1.1~~ ~~***CLEC Acronym TXT*** shall locate its facilities within cross connect distance of the point of interconnection on such cable~~Point of Technically Feasible Access. Facilities are within cross connect distance of a ~~point of interconnection~~Point of Technically Feasible Access if they are located in the same room (not including a hallway) or within twelve (12) feet of such ~~point of interconnection~~Point of Technically Feasible Access.

3.4.1.1.2 ~~3.3.1.1.1.2~~ If suitable space is available, ~~***CLEC Acronym TXT*** shall install its facilities no closer than fourteen (14) inches of the point of interconnection for such cable~~Point of Technically Feasible Access, unless otherwise agreed by the Parties.

~~3.3.1.1.1.3~~ ~~***CLEC Acronym TXT***'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 ***CLEC Acronym TXT***'s facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.~~

3.4.1.1.3

3.4.1.1.4 ~~3.3.1.1.1.4~~ ~~***CLEC Acronym TXT*** shall identify its facilities as those of ***CLEC Acronym TXT***.~~

3.4.1.1.2 ~~3.3.1.1.2~~ To provide ~~***CLEC Acronym TXT*** with access to a House and Riser Cable~~inside wire sub-loop, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any right of way for ~~***CLEC Acronym TXT***~~, (c) secure space for ~~***CLEC Acronym TXT***~~ in any building, (d) secure access to any portion of a building for ~~***CLEC Acronym TXT***~~ or (e) reserve space in any building for ~~***CLEC Acronym TXT***~~.

3.4.1.1.3 ~~3.3.1.1.3~~ Verizon shall perform cutover of a Customer to ~~***CLEC Acronym TXT***~~ service by means of a ~~House and Riser Cable~~inside wire sub-loop subject to a negotiated interval. Verizon shall allow Sprint's loop facilities to be connected to a Verizon Network Interface Device in accordance with 47 C.F.R. 51.319(c) in order to access inside wire sub-loop. Where Sprint's loop facilities are not connected to a Verizon Network

Interface Device, Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cableinside wire sub-loop pair to ***CLEC Acronym TXT***'s facilities, and Verizon shall determine how to perform such installation. ***CLEC Acronym TXT*** shall coordinate with Verizon to ensure that House and Riser Cableinside wire sub-loop facilities are converted to ***CLEC Acronym TXT*** in accordance with ***CLEC Acronym TXT***'s order for such services.

3.4.1.1.4 3.3.1.1.4 If proper ***CLEC Acronym TXT*** facilities are not available at the time of installation, Verizon shall bill ***CLEC Acronym TXT***, and ***CLEC Acronym TXT*** shall pay to Verizon, the Not Ready Charge set forth in the Agreement and the Parties shall establish a new cutover date.

3.4.1.1.5 3.3.1.1.5 Verizon shall perform all installation work on Verizon equipment in connection with ***CLEC Acronym TXT***'s use of Verizon's House and Riser Cableinside wire sub-loop. All ***CLEC Acronym TXT*** equipment connected to a House and Riser Cableinside wire sub-loop shall comply with applicable industry standards.

3.4.1.1.6 3.3.1.1.6 Verizon shall repair and maintain a House and Riser Cableinside wire sub-loop at the request of ***CLEC Acronym TXT***. ***CLEC Acronym TXT*** 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 Cableinside wire sub-loop. If (a) ***CLEC Acronym TXT*** reports to Verizon a Customer trouble, (b) ***CLEC Acronym TXT*** requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cableinside wire sub-loop in whole or in part, then ***CLEC Acronym TXT*** 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 ***CLEC Acronym TXT*** is not available at the appointed time. If as the result of ***CLEC Acronym TXT*** 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 ***CLEC Acronym TXT*** by Verizon. If as the result of ***CLEC Acronym TXT*** 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 ***CLEC Acronym TXT*** by Verizon.

3.4.1.2 If the parties disagree regarding a Point of Technically Feasible Access and are unable to resolve the matter, Verizon has the burden of demonstrating to the state commission in a section 252 proceeding that such access is not technically feasible.

3.4.1.3 ~~3.3.1.2~~ Single Point of Interconnection. In accordance with, but only and to the extent required by Applicable Law, 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 54, upon request by ***CLEC Acronym TXT*** and provided that the conditions set forth in Subsections ~~3.3.1.2~~ 3.4.1.3.1 and ~~3.3.1.2~~ 3.4.1.3.2 are satisfied, 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:

3.4.1.3.1 ~~3.3.1.2.1~~ Verizon has distribution facilities to the multiunit premises, and either owns and/or controls, or leases, the ~~House and Riser Cable~~ inside wire sub-loop at the multiunit premises; and

3.4.1.3.2 ~~3.3.1.2.2~~ ***CLEC Acronym TXT*** certifies that it will place an order for access to an unbundled Sub-Loop network element under 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 54 Applicable Law via the newly provided single point of interconnection.

3.4.2 ~~3.3.2~~ Sub-Loop Distribution Sub-Loop Facility. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, in accordance with, but only and to the extent required by, 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 54, Applicable Law, upon site-specific request, ***CLEC Acronym TXT*** may obtain access to the Distribution Sub-Loop Facility at a ~~technically feasible access point located near a Verizon remote terminal equipment enclosure~~ any Point of Technically Feasible Access 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.~~

3.5 3.4 Unbundled Local Circuit Switching.

3.5.1 3.4.1 General Requirements. Verizon shall provide Mass Market Switching to ***CLEC Acronym TXT*** under the Amended Agreement in accordance with, but only and to the extent required by, 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 54, Applicable Law. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, as of October 2, 2003, with the exception of the foregoing conditional 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 ***CLEC Acronym TXT***, and any Local Switching or Tandem Switching previously made available to ***CLEC Acronym TXT*** shall be considered a Nonconforming Facility that shall be subject to the transition provisions of Section 3.9 below. 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 avoidance of doubt, any limitation on Verizon's obligation to provide Local Switching or Tandem Switching mentioned above, does not apply to its interconnection obligations under §251(c)(2) of the Act and discussed elsewhere in this Agreement.

3.5.2 3.4.2-Nonimpairment. Subject to the provisions of Section 3.83.9 below and in conformance with Applicable Law, Verizon shall be under no obligation to continue to provide ~~***CLEC Acronym TXT***~~ with nondiscriminatory access to Mass Market Switching on an unbundled basis under the Amended Agreement upon a finding by the [~~***State Commission TXT***~~] or the FCC that requesting telecommunications carriers are not impaired without access to Mass Market Switching in a particular market, or where the [~~***State Commission TXT***~~] or the FCC has found that all impairment would be cured by implementation of a transition plan for unbundled circuit switching in a particular market.

3.5.3 3.4.3-Signaling and Call-Related Databases, and Service Management Systems. Verizon shall provide access to Signaling and Call-related Databases, and Service Management Systems under the Amended Agreement in accordance with, but only and to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. ~~Specifically, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, 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 ***CLEC Acronym TXT*** under the Amended Agreement; provided, however, that~~ Applicable Law. Verizon shall continue to provide nondiscriminatory access to the 911 and E911 Call-Related Databases in accordance with, but only and to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Applicable Law. 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 3.9 (except for the 911 and E911 Call-Related Databases, as noted above).

3.6 3.5-Unbundled Interoffice Facilities.

3.6.1 3.5.1-General Requirements. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, Verizon shall provide Dedicated Transport and Dark Fiber Transport under the Agreement in accordance with, but only and to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Applicable Law.

3.6.2 3.5.2-Dedicated Transport. On or after October 2, 2003, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and in accordance with, but only and to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Applicable Law:

3.6.2.1 3.5.2.1 Upon ~~***CLEC Acronym TXT***~~'s written request, Verizon shall provide ~~***CLEC Acronym TXT***~~ with nondiscriminatory access to DS1 Dedicated Transport and DS3 Dedicated Transport on an unbundled basis pursuant to the Amended Agreement. 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 ~~***CLEC Acronym TXT***~~ or a third party,

except where Verizon has Reverse Collocation at those premises, is not Dedicated Transport; and (b) a transmission facility or service that uses an OCn interface or a SONET interface is not Dedicated Transport. For avoidance of doubt, this does not mean that Verizon can refuse to provision DS1 or DS3 Dedicated Transport on the basis that the DS1 or DS3 Dedicated Transport would be installed on and use OCn or SONET facilities. Subject to the provisions of Section 3.83.9 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.

3.6.2.2 3.5.2.2-Cap on Dedicated Transport. ***CLEC Acronym TXT*** may obtain on an unbundled basis a maximum of twelve (12) DS3 Dedicated Transport circuits (or 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.

3.6.2.3 3.5.2.3-Nonimpairment. Subject to the provisions of Section 3.83.9 below, Verizon shall be under no obligation to provide or continue providing ***CLEC Acronym TXT*** 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 [***State Commission TXT***] or the FCC that requesting telecommunications carriers are not impaired without access to DS1 Dedicated Transport or DS3 Dedicated Transport, respectively, on the subject Route(s) or on all Routes. Any DS1 Dedicated Transport or DS3 Dedicated Transport previously made available to ***CLEC Acronym TXT*** on the subject Route(s) shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.

3.6.3 3.5.3-Dark Fiber Transport. On or after October 2, 2003, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and in accordance with, but only and to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 Applicable Law:

3.6.3.1 3.5.3.1-Upon ***CLEC Acronym TXT***'s written request, Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access to Dark Fiber Transport on an unbundled basis pursuant to the Amended Agreement. 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 ***CLEC Acronym TXT*** or any third party, except where Verizon has Reverse Collocation at those premises, and subject to the provisions of Section 3.83.9 below, Verizon is under no obligation to provide or continue providing such Nonconforming Facility under the Amended Agreement.

3.6.3.2 3.5.3.2-Nonimpairment. Subject to the provisions of Section 3.83.9 below, Verizon shall be under no obligation to provide or continue providing ***CLEC Acronym TXT*** 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 [***State Commission TXT***] 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 ***CLEC Acronym TXT*** on the subject Route(s) shall be considered a Nonconforming Facility as of the effective date of the nonimpairment finding.

3.7 3.6-Commingling and Combinations.

3.7.1 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 3.6.2,3.7.2, Verizon will not prohibit the commingling of 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, Applicable Law, or under a Verizon UNE tariff (“Qualifying UNEs”), with wholesale services obtained from Verizon under a Verizon access tariff, resold services obtained pursuant to 47 U.S.C. §251(c)(4), or separate non-251 agreement (“Qualifying Wholesale Services”), but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Applicable Law. Moreover, to the extent and so long as required by 47 U.S.C. § 251(c)(3) and 47 U.S.C. Part 51, Applicable Law, Verizon shall, upon request of ***CLEC Acronym TXT***, perform the functions necessary to commingle or combine Qualifying UNEs with Qualifying Wholesale Services. Subject to Section 3.8.3,3.9.3 below, the rates, terms and conditions of the applicable access tariff, resold services agreement, 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 applicable, will apply to the Qualifying UNEs; 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. “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’s performance in connection with the provisioning of the individual components 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. This means that the UNE components shall be installed at standard provisioning intervals and the wholesale services shall be installed at parity with how Verizon provisions like services to its own customers and to its affiliates.

3.7.2 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:

3.7.2.1 3.6.2.1-Verizon shall not be obligated to provide:

3.7.2.1.1 ~~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;

3.7.2.1.2 ~~3.6.2.1.2~~ an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

3.7.2.1.3 ~~3.6.2.1.3~~ unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

3.7.2.1.4 ~~3.6.2.1.4~~ unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

3.7.2.1.5 ~~3.6.2.1.5~~ unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

except to the extent and so long as Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 Applicable Law to do so, and then not unless and until ~~***CLEC Acronym TXT***~~ certifies in writing to Verizon for each DS1 circuit or DS1 equivalent circuit on a DS3 Enhanced Extended Link that it is in compliance with each of the service eligibility criteria set forth in 47 C.F.R. § 51.318. ~~***CLEC Acronym TXT***~~ must remain in compliance with said service eligibility criteria for so long as ~~***CLEC Acronym TXT***~~ 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 on a DS3 Enhanced Extended Link. 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 ~~3.83.9~~ 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. For existing circuits, the CLEC must re-certify in writing for each DS1 circuit or DS1 equivalent on a DS3 Enhanced Extended Link within 30 days of the Amendment Effective Date. Circuits not re-certified shall be Nonconforming Facilities.

3.7.2.2 ~~3.6.2.2~~ Each written certification to be provided by ~~***CLEC Acronym TXT***~~ pursuant to Section ~~3.6.2.13.7.2.1~~ above must contain the following information for each DS1 circuit or DS1 equivalent on a DS3 Enhanced Extended Link: (a) the local number assigned to each DS1 circuit or DS1 equivalent on an Enhanced Extended Link; (b) the local numbers assigned to each ~~DS3 circuit~~ Enhanced Extended Link (must have 28 local numbers assigned to it); (c) the date each circuit was 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~~ provided that collocation in this regard shall include any collocation arrangement used for

interconnection to Verizon or to acquire UNEs whether such collocation arrangement was originally acquired under expanded interconnection or similar tariffs at the state or federal level; (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.

- 3.7.2.3 3.6.2.3-The charges for conversions are as specified in the Pricing Attachment to this Amendment and apply for each circuit converted.
- 3.7.2.4 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 first of the month following Verizon's receipt of an accurate and complete ASR or electronic request for conversion pursuant to Verizon's conversion guidelines.
- 3.7.2.5 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.
- 3.7.2.6 3.6.2.6-All requests for conversions will be handled as a project and will be excluded from all ordering and provisioning metrics.
- 3.7.2.7 3.6.2.7-Once per calendar year, Verizon may obtain and pay for an independent auditor to audit ***CLEC Acronym TXT***'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, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that ***CLEC Acronym TXT*** failed to comply with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then ***CLEC Acronym TXT*** must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, reimburse Verizon for the entire cost of the audit within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm ***CLEC Acronym TXT***'s compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then ***CLEC Acronym TXT*** shall provide to the independent auditor for its verification a statement of ***CLEC Acronym TXT***'s out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall then reimburse ***CLEC Acronym TXT*** for its out-of-pocket costs within thirty (30) days of the auditor's verification of the same. ***CLEC

Acronym TXT*** shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

3.8 3.7 Routine Network Modifications.

3.8.1 3.7.1 General Conditions. In accordance with, but only and to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Applicable Law, Verizon shall make such all routine network modifications, at the rates and charges set forth in the Pricing Attachment to this Amendment, as are necessary to permit access by ***CLEC Acronym TXT*** to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications are activities that Verizon regularly undertakes for its own customers, including any affiliate. Routine network modifications applicable to Loops or Dedicated 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; attaching electronic and other equipment that Verizon normally attaches to a DS1 or DS3 loop or DS1 or DS3 Dedicated Transport to activate such facilities; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing 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 ***CLEC Acronym TXT*** to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the construction of a new Loop or new Dedicated Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, or the placement of new cable.

3.8.2 3.7.2 Performance Plans. Verizon's performance in connection with the provisioning of Loops or Dedicated 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, if any, contained in the Amended Agreement or elsewhere. However, Verizon will complete such modifications within the same time frame that it completes the modifications for its own customers, including any affiliate.

3.9 3.8 Transitional Provisions for Nonconforming Facilities.

3.9.1 3.8.1 Nonimpairment Findings – Switching. To the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Applicable Law, Verizon and ***CLEC Acronym TXT*** will abide by the following transitional procedures with respect to Mass Market Switching and Enterprise Switching:

3.9.1.1 3.8.1.1 Mass Market Switching. Upon a finding by the [***State Commission TXT***] or the FCC that no impairment exists in a particular market with respect to Mass Market Switching, provided that such finding is final and non-appealable pursuant to the Merger Conditions, 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. Counting from the date of the [***State Commission TXT***]'s or FCC's order finding no impairment in a particular market or markets, ***CLEC Acronym TXT*** 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 3.8-33.9.3 below, under separate agreement, or to ***CLEC Acronym TXT***'s own or a third party's facilities, in accordance with the following schedule: (a) during month 13, ***CLEC Acronym TXT*** must submit orders to migrate one-third of its embedded base of end user customers; (b) during month 20, ***CLEC Acronym TXT*** must submit orders to migrate one-half of the remaining embedded base of end user customers; and (c) during month 27, ***CLEC Acronym TXT*** 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 [***State Commission TXT***] or the FCC shall not be included in the embedded base.

3.9.1.2

3.8.1.2-Enterprise Switching. Verizon will provide ***CLEC Acronym TXT*** with at least thirty (30) days advance written notice of the date on which Verizon will cease provisioning Enterprise Switching to ***CLEC Acronym TXT***. Verizon agrees to continue provisioning Enterprise Switching to ***CLEC Acronym TXT*** 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, ***CLEC Acronym TXT*** 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 3.8-33.9.3 below, under separate agreement, or to ***CLEC Acronym TXT***'s own or a third party's facilities.

3.9.2

3.8.2-Nonconforming Facilities – Generally. Except as addressed in the limited circumstances described in Section 3.8-13.9.1 above relating to a finding of no impairment, Verizon will notify ***CLEC Acronym TXT*** in writing as to any particular unbundled facility previously made available to ***CLEC Acronym TXT*** that is or becomes a Nonconforming Facility, as defined herein. ~~The Parties acknowledge that such notice was issued prior to the execution of this Amendment with respect to certain Nonconforming Facilities. During a transitional period of thirty (30) days from the date of such notice, provided that the change to a Nonconforming Facility is final and non-~~ appealable pursuant to the Merger Conditions. Upon notice, the Parties will mutually agree on an appropriate transition schedule within sixty (60) days of the receipt of the notice by Sprint. If the Parties are unable to reach agreement on the transition, either Party may invoke the dispute resolution provisions of the Agreement to resolve the matter. Verizon agrees to continue providing the Nonconforming Facilities addressed in the subject notice(s) to ***CLEC Acronym TXT*** under the terms of the Amended Agreement during a transitional period. At the end of that thirty (30) day transition period, unless ***CLEC Acronym TXT*** has submitted an LSR or

ASR, as appropriate, to Verizon requesting disconnection of the Nonconforming Facility, Verizon shall, subject to Section ~~3.8.3~~3.9.3 below, convert the subject Nonconforming Facilities to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as ~~***CLEC Acronym TXT***~~ may have separately secured from Verizon (e.g., a separate agreement at market-based rates or resale); ~~provided, however, that where there is no analogous access service, if ***CLEC Acronym TXT*** has not separately secured from Verizon, subject to Section 3.8.3 below, a substitute service within such thirty (30) day period, then Verizon may disconnect the Nonconforming Facilities; 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 ***CLEC Acronym TXT***, 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. Where the Nonconforming Facilities are converted to an analogous access service, Verizon shall, subject to Section ~~3.8.3~~3.9.3 below, provide such access services at the month-to-month rates, and in accordance with the terms and conditions, of Verizon's applicable access tariff, with the effective bill date being the first day following the thirty (30) day notice period. ~~***CLEC Acronym TXT*** shall pay all applicable termination charges, if any, for any Nonconforming Facilities that ***CLEC Acronym TXT*** requests Verizon to disconnect, or that Verizon disconnects as permitted by terms of this Amendment or otherwise.~~~~

3.9.3

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 Applicable Law to provide, including without limitation an analogous access service (a "Substitute Service"), any negotiations regarding the rates, terms or conditions of such Substitute 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) Applicable Law, 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 Applicable Law 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~~3.9.3.

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 ***CLEC Acronym TXT*** in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill ***CLEC Acronym TXT***, and ***CLEC Acronym TXT*** shall pay to Verizon, for Services provided pursuant to this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge. Any Charges set out in a notice provided by Verizon to ***CLEC Acronym TXT*** 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 ***CLEC Acronym TXT*** 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 [***State Commission TXT***] or the FCC (including, but not limited to, in a tariff that has been filed with the [***State Commission TXT***] 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.

Exhibit A

Document comparison done by DeltaView on Thursday, April 08, 2004 9:10:39 AM

Input	
Document 1	file://S:/EXTAFF/COWIN/Verizon Arbitration/Base TRO Amendment-v031904.doc
Document 2	file://S:/EXTAFF/COWIN/Verizon Arbitration/Redline Accepted VZ TRO Amendment- jpc MaplesRedline 0407 5PM.doc
Rendering set	Standard

Legend	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics	
	Count
Insertions	238
Deletions	229
Moved from	6
Moved to	6
Style change	0
Format changed	0
Total changes	479