

- 14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by the Federal Unbundling Rules.
- 14.3 Network Element Bona Fide Request (BFR).
- 14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.
- 14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
- 14.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
- 14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
- 14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by the Federal Unbundling Rules.
- 14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.
- 14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a

minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.

- 14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 14.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

15. Maintenance of Network Elements

If (a) Intrado reports to Verizon a Customer trouble, (b) Intrado requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then Intrado shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Intrado is not available at the appointed time. Intrado accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Intrado instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Intrado by Verizon. If as the result of Intrado instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Intrado by Verizon. Verizon agrees to respond to Intrado trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

16. Combinations, Commingling, and Conversions

- 16.1 Subject to and without limiting the conditions set forth in Section 1 of this Attachment:
- 16.1.1 Verizon will not prohibit the commingling of a Qualifying UNE with 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 the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules, Verizon shall, upon request of Intrado, perform the functions necessary to commingle Qualifying UNEs with Qualifying Wholesale Services. The rates, terms and conditions of the applicable access Tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the 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. In addition, if any commingling requested by Intrado requires Verizon to perform physical work that Verizon is required to perform under the Federal Unbundling Rules, then Verizon's standard charges for such work shall apply or, in the absence of a standard charge, a fee calculated using Verizon's standard time and materials rates shall apply until such time as a standard charge is established pursuant to the terms set forth in the Pricing Attachment.

16.1.2 Ratcheting, i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs that are commingled with Wholesale Services are not included in the shared use provisions of the applicable Tariff, and are therefore not eligible for adjustment of charges under such provisions. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Agreement or elsewhere.

16.1.3 Limitation on Section 16.1. Section 16.1 is intended only to address the Parties' rights and obligations as to combining and/or commingling of UNEs that Verizon is already required to provide to Intrado under the Agreement and the Federal Unbundling Rules. Nothing contained in Section 16.1 shall be deemed to limit any right of Verizon under the Agreement to cease providing a facility that is or becomes a Discontinued Facility.

16.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Subject to the conditions set forth in Sections 1 and 16.1 of this Attachment:

16.2.1 Verizon shall not be obligated to provide:

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

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

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

16.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

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

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by the Federal Unbundling Rules to do so, and then not unless and until Intrado, using an ASR, certifies to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL satisfies each of the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Intrado must remain in compliance with said service eligibility criteria for so long as Intrado continues to receive the aforementioned combined or commingled facilities and/or services from Verizon and Intrado shall immediately notify Verizon at such time as a certification ceases to be accurate. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant High Capacity EEL circuit will be treated as described in Section 16.2.2 below. The foregoing shall apply whether the High Capacity EEL 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 High Capacity EEL circuits, Intrado, within thirty (30) days of the Effective Date to the extent it has not already done so prior to the Effective Date of this Agreement, must re-certify, using an ASR, that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Any existing High Capacity EEL circuits that Intrado leased from Verizon as of the Effective Date of this Agreement that Intrado fails to re-certify as required by this Section by the end of such 30-day period shall be treated as a non-compliant circuit as described under Section 16.2.2 below effective as of the Effective Date of this Agreement.

- 16.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 16.2 and Intrado has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, to the extent it has not already done so prior to execution of this Agreement, shall reprice the subject High Capacity EEL circuit (or portion thereof that had been previously billed at UNE rates), effective beginning on the date on which the circuit became non-compliant by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Verizon shall identify in a written notice to Intrado.
- 16.2.3 Each certification to be provided by Intrado pursuant to Section 16.2.1 above must contain 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 established in the 911/E-911 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.

- 16.2.4 The charges for conversions are as specified in the Pricing Attachment and apply for each circuit converted.
- 16.2.5 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.
- 16.2.6 All requests for conversions will be handled in accordance with Verizon's conversion guidelines. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.

- 16.3 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit Intrado's compliance in all material respects with the service eligibility criteria applicable to High Capacity 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 Intrado failed to comply with the service eligibility criteria, then (without limiting Verizon's rights under Section 16.2.2 above) Intrado must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, and reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm Intrado's compliance with the service eligibility criteria, then Intrado shall provide to the independent auditor for its verification a statement of Intrado's out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall, within thirty (30) days of the date on which Intrado submits such costs to the auditor, reimburse Intrado for its out-of-pocket costs verified by the auditor. Intrado 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.

17. Routine Network Modifications

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

- 17.1 General Conditions. In accordance with, but only to the extent required by, the Federal Unbundling Rules, and subject to the conditions set forth in Section 1 of this Attachment:
- 17.1.1 Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment, as are necessary to permit access by Intrado to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the 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 applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own Customers and 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. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own Customers and 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 Intrado to light a Dark Fiber Transport facility that it has obtained from Verizon under the Agreement. Verizon shall not be obligated to provide optronics for the purpose of lighting Dark Fiber Transport. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, the placement of new cable, securing permits or rights-of-way, or constructing and/or placing new manholes or conduits. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.
- 17.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.
- 17.3 Nothing contained in this Section 17 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under the Federal Unbundling Rules any facility that this Agreement does not otherwise require Verizon to provide on an unbundled basis under the Federal Unbundling Rules, (b) to obligate Verizon to provide on an unbundled basis under the Federal Unbundling Rules, for any period of time not required under the Federal Unbundling Rules, access to any Discontinued Facility, or (c) to limit any right of

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

Verizon under the Agreement, any Verizon Tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

18. Rates and Charges

The rates and charges for UNEs, Combinations, Commingling, routine network modifications, and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to Intrado Comm, in accordance with this Agreement, Verizon's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating Intrado Comm's interconnection with Verizon under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement or a Tariff, Verizon shall be obligated to provide Collocation to Intrado Comm only to the extent required by Applicable Law and may decline to provide Collocation to Intrado Comm to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Tariff, nothing in this Agreement or a Tariff shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by Intrado Comm to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51.

911 ATTACHMENT

1. 911/E-911 Arrangements

1.1 911/E-911 Arrangements

- 1.1.1 911/E-911 arrangements provide *a caller* access to the appropriate PSAP by dialing a 3-digit universal telephone number, "911." **For areas where Verizon is the 911/E-911 Service Provider, Verizon provides and maintains such equipment and software at the 911 Tandem/Selective Router(s) or selective router(s) and, if Verizon manages the ALI Database, this includes the ALI Database, as is necessary for 911/E-911 Calls.** For areas where Intrado is the 911/E-911 Service Provider, Intrado provides and maintains such equipment and software at the Intrado 911 Tandem/Selective Router(s) and, if Intrado manages the ALI Database, the ALI Database, as is necessary for 911/E-911 Calls.
- 1.1.2 For areas where Intrado is the 911/E-911 Service Provider, Intrado shall make the following information available to Verizon, to the extent permitted by Applicable Law:
- 1.1.2.1 a listing of the CLLI Code (and SS7 point code when applicable) of each Intrado 911 Tandem/Selective Router and associated geographic location served;
 - 1.1.2.2 a listing of appropriate Intrado contact telephone numbers and organizations that have responsibility for operations and support of Intrado's 911/E-911 network and ALI Database systems; and
 - 1.1.2.3 where Intrado maintains a Master Street Address Guide (MSAG) on behalf of a Controlling 911 Authority, upon request by Verizon and as permitted by the Controlling 911 Authority, a complete copy of such MSAG and, as the MSAG is updated, changed or revised from time-to-time, any updates, changes and revisions to the MSAG.
- 1.1.3 For areas where Verizon is the 911/E-911 Service Provider, Verizon shall make the following information available to Intrado, to the extent permitted by Applicable Law:
- 1.1.3.1 a listing of the CLLI Code (and SS7 point code when applicable) of each Verizon 911 Tandem/Selective Router and associated geographic location served;

- 1.1.3.2 a listing of appropriate Verizon contact telephone numbers and organizations that have responsibility for operations and support of Verizon's 911/E-911 network and ALI Database systems; and
- 1.1.3.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of a Controlling 911 Authority, upon request by Intrado and as permitted by the Controlling 911 Authority, a complete copy of such MSAG and, as the MSAG is updated, changed or revised from time-to-time, any updates, changes and revisions to the MSAG.

1.2 ***Intrado Managed*** ALI Database

For areas where Intrado is the 911/E-911 Service Provider and Intrado manages the ALI Database, Verizon and Intrado shall establish mutually acceptable arrangements and procedures for inclusion of Verizon End User data in the ALI Database.

1.2.1 The Parties shall work cooperatively to maintain the necessary ALI steering tables to support display of ALI between the Parties' respective PSAP Customers upon transfer of 911/E911 Calls.

1.3 Interconnection for ***Delivery Exchange*** of 911/E-911 Calls ***From Verizon to Intrado between the Parties***

- 1.3.1 **For areas where Verizon is the 911/E-911 Service Provider, Each Party Verizon** shall provide to ***the other Party Intrado***, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Verizon's network in a LATA, for the transmission and routing of 911/E-911 Calls ***from Verizon to Intrado for the transmission and routing of such 911/E-911 Calls by Verizon End Users*** **Intrado** to PSAPs for which ***Intrado Verizon*** is the 911/E-911 Service Provider. By way of example, **for areas where Verizon is the 911/E-911 Service Provider**, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center, Verizon End Office Interconnection Wire Center, or Verizon 911 Tandem/Selective Router Interconnection Wire Center, but, notwithstanding any other provision of this Agreement or a Tariff or otherwise, would not include an Intrado Interconnection Wire Center, Intrado switch or selective router, or any portion of a transport facility provided by Verizon to Intrado or another party between (x) a Verizon Interconnection Wire Center, switch or selective router and (y) the Interconnection Wire Center, switch or selective router of Intrado or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Verizon's network" shall apply (and are hereby incorporated by

reference) each time the term "on Verizon's network" is used in this Agreement.

1.3.2 **For areas where Intrado is the 911/E-911 Service Provider, Intrado shall provide to Verizon, in accordance with this Agreement, interconnection at a minimum of two (2) geographically diverse technically feasible Point(s) of Interconnection on Intrado's network for the transmission and routing of 911/E-911 Calls to PSAPs for which Intrado is the 911/E-911 Service Provider.**

1.3.2.1 **Verizon shall deliver Verizon End User 911/E-911 Calls with ANI to the Intrado 911 Tandem/Selective Router.**

1.3.2.2 **Verizon shall not deliver a Verizon End User's 911/E-911 Call originating outside of Intrado's 911/E-911 serving area to Intrado's network except as set forth in Section 1.3.2.3.**

1.3.2.3 **Split Wire Center Call Delivery Exception – Where it is technically infeasible for Verizon to segregate Verizon End Users' 911/E-911 Calls associated with an End Office Wire Center and where an End Office Wire Center serves Verizon End Users both within and outside of the Intrado's 911/E-911 network serving area, Verizon shall work cooperatively with Intrado and the affected Controlling 911 Authority(ies) to establish call routing and/or call handoff between the Parties.**

1.3.3 **[Intentionally Left Blank.]The Parties shall establish POI(s) in accordance with the preceding paragraph of this Section 1.3.1 at technically feasible Point(s) of Interconnection on Verizon's network in each LATA in which Verizon End Users originate 911/E-911 Calls bound to a PSAP for which Intrado is the 911/E-911 Service Provider, so that Verizon may deliver such Verizon End User 911/E-911 Calls to Intrado in the LATA in which the 911/E-911 Calls originate. Verizon shall have no obligation, and may decline: (a) to transport 911/E-911 Calls from one LATA to another LATA; and, (b) to provide interLATA facilities or services to transport 911/E-911 Calls.**

1.3.4 1.3.2 **For areas where Intrado is the 911/E-911 Service Provider, Verizon shall provide for transmission and routing of 911/E-911 Calls with ANI from Verizon End Users destined for Intrado's PSAP Customers to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA. In providing for transmission and routing of 911/E-911 Calls**

from Verizon End Users to the POI(s) established by the Parties at *technically feasible Point(s) of Interconnection on Verizon's network in a LATA*, Verizon shall *have the right to use such services, trunks, facilities, arrangements and the like (including, but not limited to, switches and selective routers located at points between the Verizon End Users and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA) as Verizon in Verizon's sole discretion may decide to use. For the avoidance of any doubt and without in any way limiting Verizon's rights under the preceding sentence, in providing for transmission and routing of a 911/E-911 Call from a Verizon End User to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, Verizon, in Verizon's sole discretion, may elect to use one or more switches or selective routers located between the End Office serving the Verizon End User and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA.*

(i) interconnect with the Intrado 911 Tandem/Selective Router or interface point that serves Intrado's PSAP Customer in accordance with the requirements of Section 1.3.2;

(ii) provide a minimum of two (2) one-way outgoing 911/E-911 trunks over diversely routed facilities, where available, that are dedicated for originating 911/E-911 Calls from Verizon's End Office(s) to the Intrado 911 Tandem/Selective Router(s) or interface point(s), using SS7 signaling where available, as necessary;

(iii) provide sufficient trunks and facilities to route 911/E-911 Calls to the Intrado 911 Tandem/Selective Router(s) or interface point(s);

(iv) determine the proper quantity of trunks and facilities from its End Office switch(es) to the Intrado 911 Tandem/Selective Router(s) or interface point(s);

(v) engineer its 911/E-911 trunks and facilities to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or at such other minimum grade of service as required by Applicable Law or the Controlling 911 Authority;

(vi) monitor its 911/E-911 trunks and facilities for the purpose of determining originating network traffic volumes, and order or otherwise provide adequate additional trunks and/or facilities if a traffic study indicates that additional trunks and/or facilities are needed to meet the current level of 911/E-911 Call volumes;

(vii) promptly test all 911/E-911 trunks and facilities between the Parties' networks and the Intrado 911 Tandem/Selective Router(s) or interface point(s) to assure proper functioning of 911/E-911 arrangements; and

(viii) isolate, coordinate and restore all 911/E-911 network maintenance problems from its switch(es) to the Intrado 911 Tandem/Selective Router(s) or interface points.

1.3.5 1.3.3 **For areas where Intrado is the 911/E-911 Service Provider,** Intrado, at its own expense, shall provide transport for 911/E-911 Calls from the POI(s) established by the Parties **pursuant to Section 1.3.2 at technically feasible Point(s) of Interconnection on Verizon's network in a LATA** to the PSAPs for which Intrado is the 911/E-911 Service Provider. If Intrado obtains such transport from Verizon, Intrado shall pay to Verizon the full Verizon rates and charges (as set out in ***Verizon's applicable Tariffs and*** this Agreement) for such transport and for any services, facilities and/or arrangements provided by Verizon for such transport (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado from Verizon for interconnection of Intrado's network with Verizon's network).

1.3.6 **For areas where Verizon is the 911/E-911 Service Provider,** Intrado shall pay to Verizon the full Verizon rates and charges (as set out in ***Verizon's applicable Tariffs and*** this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA **pursuant to Section 1.3.1** and for any services, facilities and/or arrangements provided by Verizon for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado from Verizon for interconnection of Intrado's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado.

1.3.7 **For areas where Intrado is the 911/E-911 Service Provider, Verizon shall pay to Intrado the full Intrado rates and charges (as set out in this Agreement) for interconnection established by the Parties on Intrado's network for any services, facilities and/or arrangements provided by Intrado for such interconnection.**

1.4 Interconnection for Inter-PSAP Transfer of 911/E-911 Calls

1.4.1 Where the Controlling 911 Authority for a PSAP for which Verizon is the 911/E-911 Service Provider and the Controlling 911 Authority for a PSAP for which Intrado is the 911/E-911 Service Provider agree to transfer 911/E-911 Calls from one PSAP to the other PSAP and each Controlling 911 Authority requests its 911/E-911 Service Provider to

establish arrangements for such 911/E-911 Call transfers, each Party shall *provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Verizon's network in a LATA, for the transmission and routing of 911/E-911 Calls from a PSAP for which one Party is the 911/E-911 Service Provider to a PSAP for which the other Party is the 911/E-911 Service Provider. The technically feasible Point(s) of Interconnection on Verizon's network in a LATA shall be as described in Section 1.3.1, above establish the trunking and routing arrangements necessary to accomplish such inter-PSAP transfer using the interconnection arrangements established by the Parties pursuant to Section 1.3 above.*

The POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA in accordance with the preceding paragraph of this Section 1.4.1 shall be located in the LATA where the PSAP for which Verizon is the 911/E-911 Service Provider and to which or from which a 911/E-911 Call is to be transferred is located. Verizon shall have no obligation, and may decline: (a) to transport 911/E-911 Calls from one LATA to another LATA; and, (b) to provide interLATA facilities or services to transport 911/E-911 Calls.

- 1.4.2 For the transfer of 911/E-911 Calls from one PSAP to another PSAP as described in Section 1.4.1 above, each Party, at its own expense, shall provide transport between the 911 Tandem/Selective Router serving its PSAP for which such Party is the 911/E-911 Service Provider and the POI(s) established by the Parties at *technically feasible Point(s) of Interconnection on Verizon's network in a LATA. If Intrado obtains from Verizon transport between the PSAPs for which Intrado is the 911/E-911 Service Provider and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, Intrado shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's applicable Verizon Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Verizon for such transport (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado from Verizon for interconnection of Intrado's network with Verizon's network). Intrado shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's applicable Tariffs and this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA and for any services, facilities and/or arrangements provided by Verizon for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado from Verizon for interconnection of Intrado's network with Verizon's network). For*

the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado. Each Party will be responsible for maintaining the facilities on its respective side of the POI(s) for inter-911 Tandem/Selective Router trunks.

1.4.2.1 For transfers of 911/E-911 Calls destined for Intrado's PSAP Customer, the Parties shall exchange such 911/E-911 Calls at the POI(s) established by the Parties pursuant to Section 1.3.2.

1.4.2.2 For transfers of 911/E-911 Calls destined for Verizon's PSAP Customer, the Parties shall exchange such 911/E-911 Calls at the POI(s) established by the Parties pursuant to Section 1.3.1.

1.4.3 For the transfer of 911/E-911 Calls from one PSAP to another PSAP as described in Section 1.4.1 above, the Parties shall mutually agree upon: (a) whether they will use one-way trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or two-way trunks (trunks with traffic going in both directions); and, (b) design blocking objectives for the trunks.

1.4.4 The Parties will maintain appropriate inter-911 Tandem/Selective Router dial plans to support inter-PSAP transfer and shall notify the other of changes, additions, or deletions to their inter-PSAP transfer dial plans.

1.5 Initiating Interconnection in a LATA

1.5.1 *For each LATA in which When Intrado becomes the 911/E-911 Service Provider for a PSAP to which Verizon End Users originate 911/E-911 Calls and for which additional interconnection arrangements between the Parties need to be established in which the Parties are not already interconnected pursuant to this Agreement, Intrado shall provide written notice to Verizon of the need to establish such interconnection *in such LATA* pursuant to this Agreement.*

1.5.2 After receiving ~~(T)~~ the notice provided in Section 1.5.1 above, the Parties shall work cooperatively to (a) designate a minimum of two (2) geographically diverse POIs to be established on Intrado's network if such POIs have not already been established shall include (a) the proposed POI(s) to be established at technically feasible Point(s) of interconnection on Verizon's network in the relevant LATA in accordance with this Agreement, (b) agree on the Intrado's intended interconnection activation date; (c) create a forecast of *Intrado's* trunking requirements; and (d) provide such other information as each Party *Verizon* shall reasonably request in order to facilitate interconnection.

- 1.5.3 The interconnection activation date *in the new LATA* shall be mutually agreed to by the Parties *after receipt by Verizon of all necessary information as indicated above*. Within ten (10) Business Days of Verizon's receipt of Intrado's notice provided for in Section 1.5.1 above, Verizon and Intrado shall confirm the POI(s) to be established on Intrado's network at technically feasible Point(s) of Interconnection on Verizon's network in the new LATA and the mutually agreed upon the interconnection activation date for the new interconnection arrangements LATA.
- 1.5.4 Prior to establishing the new interconnection arrangements in a LATA, the Parties shall conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of trunks and the interface specifications at the POI(s) *to be established at technically feasible Point(s) of Interconnection on Verizon's network in a LATA*.
- 1.5.5 Upon request by either Party, the Parties shall meet to: (a) review traffic and usage data on trunk groups; and (b) determine whether the Parties should establish new trunk groups, augment existing trunk groups, or disconnect existing trunks.
- 1.5.6 Because Verizon will not be solely in control of when and how many two-way trunks are established between its network and Intrado's network, Verizon's performance in connection with these two-way trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

1.6 Trunk Forecasting Requirements.

- 1.6.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, Intrado shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon Trunk Forecast Guidelines, as revised from time to time.
- 1.6.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection *in a LATA*, on a semi-annual basis, each Party Intrado shall submit a good faith forecast to the other Party Verizon of the number of trunks that Intrado each Party anticipates the other Party Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between Intrado and Verizon. Both Parties' Intrado's trunk forecasts shall conform to the Verizon Trunk Forecast Guidelines as in effect at that time. Intrado Each Party also shall provide a new or revised traffic forecast that complies with the Verizon Trunk Forecast Guidelines when one Party Intrado develops plans or becomes aware of information that will materially affect the Parties' interconnection.

- 1.6.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement must be prepared in good faith but are not otherwise binding on Intrado or Verizon.

1.7 Compensation

- 1.7.1 Subject to Sections 1.7.2 and 1.7.3 following, the rates and charges for the Services provided by each Party to the other Party under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

- 1.7.2 ***Notwithstanding any other provision of this Agreement or a Tariff or otherwise Except as otherwise set forth in this Agreement or in Appendix A to the Pricing Attachment***, Intrado shall not bill to Verizon, and Verizon shall not be obligated to pay to Intrado:

- 1.7.2.1 Any rates or charges (including, but not limited to, Reciprocal Compensation Charges, Intercarrier Compensation Charges and Exchange Access Service Charges) in connection with 911/E-911 Calls (including, but not limited to, 911/E-911 Calls delivered by Verizon to Intrado pursuant to Sections 1.3 and 1.4, above, and 911/E-911 Calls delivered by Intrado to Verizon pursuant to Section 1.4, above); or
- 1.7.2.2 Any other rates or charges for transmission, routing, transport or termination, or for facilities used for transmission, routing, transport or termination, of 911/E-911 Calls (including, but not limited to, 911/E-911 Calls delivered by Verizon to Intrado pursuant to Sections 1.3 and 1.4, above, and 911/E-911 Calls delivered by Intrado to Verizon pursuant to Section 1.4, above); or
- 1.7.2.3 Any ALI Database related rates or charges (including, but not limited to, rates or charges for Verizon to access, use, or include or store Verizon End User data in, an ALI Database); or
- 1.7.2.4 Any MSAG related rates or charges (including, but not limited to, rates or charges for an MSAG, MSAG updates, changes or revisions, or MSAG information).

- 1.7.3 ***Notwithstanding any other provision of this Agreement or a Tariff or otherwise Except as otherwise set forth in this Agreement or in Appendix A to the Pricing Attachment***, for 911/E-911 Calls delivered by Intrado to Verizon pursuant to Section 1.4 above, Verizon shall not bill to Intrado, and Intrado shall not be obligated to pay to Verizon, any charges (including, but not limited to Reciprocal Compensation Charges, Intercarrier Compensation Charges, or Exchange Access Service Charges) for the transport of such 911/E-911 Calls from the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA to PSAPs for which Verizon is the 911/E-911 Service Provider. However, for the avoidance of any doubt, notwithstanding anything in the preceding sentence of this Section 1.7.3 or

in any other provision of this Agreement or a Tariff or otherwise, Intrado shall be obligated to pay to Verizon: (a) the full Verizon rates and charges (as set out in *Verizon's applicable Tariffs and this Agreement*) for *transport, services, facilities and/or arrangements obtained by Intrado from Verizon for transport of 911/E-911 Calls from a PSAP for which Intrado is the 911/E-911 Service Provider to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] used by Intrado for transport of 911/E-911 Calls from a PSAP for which Intrado is the 911/E-911 Service Provider to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, and rates and charges for Collocation* obtained by Intrado from Verizon for interconnection of Intrado's network with Verizon's network); and, (b) the full Verizon rates and charges (as provided for in *Verizon's applicable Tariffs and this Agreement*) for interconnection of Intrado's network with Verizon's network at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA (including, but not limited to, rates and charges for Collocation obtained by Intrado from Verizon for interconnection of Intrado's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado. When Intrado is the 911/E-911 Service Provider, Verizon shall pay to Intrado the full Intrado rates and charges (as set out in this Agreement) for interconnection at the POI(s) established by the Parties on Intrado's network for any services, facilities and/or arrangements provided by Intrado for such interconnection.

2. 911/E-911 General

- 2.1 Verizon and Intrado shall work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs or Controlling 911 Authority coordinators may have regarding the 911/E-911 arrangements.
- 2.2 Each Party shall collect and remit, as required, any 911/E-911 applicable surcharges from its Customers in accordance with Applicable Law.
- 2.3 To the extent permissible under the Parties' Tariffs and Applicable Law, nothing in this Agreement shall be deemed to prevent Verizon from billing to a Controlling 911 Authority or PSAP rates or charges for:
 - 2.3.1 services, facilities and/or arrangements provided by Verizon in connection with 911/E-911 Calls from a Verizon End User to a PSAP for which Intrado is the 911/E-911 Service Provider (including, but not limited to, charges for the transmission and routing of 911/E-911 Calls from Verizon End Users to the technically feasible Point(s) of Interconnection *on Verizon's network in a LATA*);

105

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

- 2.3.2 services, facilities and/or arrangements provided by Verizon in connection with the transfer of 911/E-911 Calls between PSAPs;
 - 2.3.3 ALI Database related activities (including, but not limited to, Verizon's access to, use of, or inclusion or storage of Verizon End User data in, an ALI Database);
 - 2.3.4 MSAG related activities (including, but not limited to, Verizon's obtaining or using an MSAG, MSAG updates, changes or revisions, or MSAG information); or
 - 2.3.5 Verizon to recover any costs incurred by it in connection with 911/E-911 Calls or providing 911/E-911 services to any person.
- 2.4 **To the extent permissible under the Parties' Tariffs and Applicable Law,**
n/Nothing in this Agreement shall be deemed to prevent Intrado from billing to a Controlling 911 Authority or PSAP rates or charges for:
- 2.4.1 services, facilities and/or arrangements provided by Intrado in connection with 911/E-911 Calls from a Verizon End User to a PSAP for which Intrado is the 911/E-911 Service Provider;
 - 2.4.2 services, facilities and/or arrangements provided by Intrado in connection with the transfer of 911/E-911 Calls between PSAPs;
 - 2.4.3 ALI Database related activities;
 - 2.4.4 MSAG related activities (including, but not limited to, Intrado's obtaining or using an MSAG, MSAG updates, changes or revisions, or MSAG information); or
 - 2.4.5 Intrado to recover any costs incurred by it in connection with 911/E-911 Calls or providing 911/E-911 services to any person.
- 2.5 ***Nothing in this Agreement shall be deemed to prevent Verizon from delivering 911/E-911 Calls directly to a PSAP for which Intrado is the 911/E-911 Service Provider.***

PRICING ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Sections 1.7.2 or 1.7.3 of the 911 Attachment or Section 2 of this Attachment, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff **to the extent the Parties have agreed to include such Tariff as the applicable Charge in Appendix A as attached to this Pricing Attachment.**
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges **to the extent the Parties have agreed to include such Tariff as the applicable Charge in Appendix A as attached to this Pricing Attachment.** The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC **when the Parties have agreed to include such Tariff as the applicable Charge in Appendix A**), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction. *The Charges identified in Appendix A of this Pricing Attachment as "TBD" (to be developed) shall be automatically superseded by any applicable Tariff Charges. The Charges identified in Appendix A of this Pricing Attachment as "TBD" also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.*
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.

1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. **Intentionally Left Blank. Intrado Prices**

Notwithstanding any other provision of this Agreement or a Tariff, or otherwise, the Charges that Intrado bills Verizon for Intrado's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that Intrado's cost to provide such Intrado's Services to Verizon exceeds the Charges for Verizon's comparable Services and Intrado has demonstrated such cost to Verizon, or, at Verizon's request, to the Commission or the FCC.

3. **Regulatory Review of Prices**

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT^{1 2}

(ILLINOIS)
v1.14

I. Rates and Charges for Transport and Termination of Traffic³

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **\$0.0038534♦ per minute of use.**

Reciprocal Compensation Traffic Tandem Rate: **\$0.0052766⊕ per minute of use.**

B. The Tandem Transit Traffic Service Charge is **\$0.0012322⊕ per minute of use.**

¹ This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and ***CLEC Acronym TE*** shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

² Certain of the rates and charges set forth above, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between Verizon and AT&T Communications, which was approved by the Commission in an Order dated December 3, 1996, in 96-AB-005. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in the Interconnection Attachment of this Agreement. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to the Reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order in 96-AB-005, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under of the General Terms and Conditions.

³ All rates and charges specified herein are pertaining to the Interconnection Attachment.

⊕ UNE rates and charges set forth in this Appendix that are marked with a (⊕) are pursuant to Illinois Commerce Commission – Order 00-0812. These UNE rates became effective on August 1, 2006.

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

- C. Entrance Facility and Transport for interconnection Charges: **See Intrastate Special Access Tariff**
- D. Exchange Access Service: Per Verizon interstate and/or Verizon intrastate access tariff

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

II. Services Available for Resale

The avoided cost discount for all Resale services including OS/DA is 14.50%.

The avoided cost discount for all Resale services not including OS/DA is 14.50%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

| | |
|-------------------------------------|----------|
| CLEC Account Establishment Per CLEC | \$275.48 |
| Customer Record Search Per Account | \$ 11.79 |

Ordering and Provisioning

| | |
|--|----------|
| Engineered Initial Service Order (ISO) - New Service | \$258.10 |
| Engineered Initial Service Order - As Specified | \$106.07 |
| Engineered Subsequent Service Order | \$ 64.44 |
| Non-Engineered Initial Service Order - New Service | \$ 38.11 |
| Non-Engineered Initial Service Order - Changeover | \$ 21.16 |
| Non-Engineered Initial Service Order - As Specified | \$ 65.73 |
| Non-Engineered Subsequent Service Order | \$ 18.95 |
| Central Office Connect | \$ 9.60 |
| Outside Facility Connect | \$ 58.43 |
| Manual Ordering Charge | \$ 11.63 |

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

| | |
|-------------------------|----------|
| Service Order Expedite: | |
| Engineered | \$ 35.07 |
| Non-Engineered | \$ 10.76 |

Coordinated Conversions:

| | |
|-----------------------------|----------|
| ISO | \$ 18.71 |
| Central Office Connection | \$ 9.78 |
| Outside Facility Connection | \$ 8.27 |

Hot Coordinated Conversion First Hour:

| | |
|---------------------------|----------|
| ISO | \$ 32.29 |
| Central Office Connection | \$ 39.10 |

| | |
|---|----------|
| Outside Facility Connection | \$ 33.07 |
| Hot Coordinated Conversion per Additional Quarter Hour: | |
| ISO | \$ 6.79 |
| Central Office Connection | \$ 9.78 |
| Outside Facility Connection | \$ 8.27 |

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that ***CLEC Acronym TE*** orders any service from this Agreement.

Customer Record Search applies when ***CLEC Acronym TE*** requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to ***CLEC Acronym TE***. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to ***CLEC Acronym TE***. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter ***CLEC Acronym TE***'s order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if ***CLEC Acronym TE*** requests service prior to the standard due date intervals.

Coordinated Conversion applies if ***CLEC Acronym TE*** requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if ***CLEC Acronym TE*** requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

III. Prices for Unbundled Network Elements⁴

Monthly Recurring Charges

Local Loop

2 Wire Analog Loop (inclusive of NID)⁵

| | | |
|--------|----|--------------------|
| Zone 1 | \$ | 21.13 [⊕] |
| Zone 2 | \$ | 39.05 [⊕] |

4 Wire Analog Loop (inclusive of NID)

| | | |
|--------|----|---------------------|
| Zone 1 | \$ | 52.05 [⊕] |
| Zone 2 | \$ | 102.77 [⊕] |

2 Wire Digital ISDN-BRI Loop (inclusive of NID)

| | | |
|--------|----|--------------------|
| Zone 1 | \$ | 27.97 [⊕] |
| Zone 2 | \$ | 55.22 [⊕] |

4 Wire Digital Loop (56-64KD) (inclusive of NID)

| | | |
|--------|----|---------------------|
| Zone 1 | \$ | 58.10 [⊕] |
| Zone 2 | \$ | 114.72 [⊕] |

DS-1/ISDN PRI Loop

| | | |
|--------|----|---------------------|
| Zone 1 | \$ | 103.19 [⊕] |
| Zone 2 | \$ | 198.29 [⊕] |

HDSL Loop

| | | |
|--------|----|---------------------|
| Zone 1 | \$ | 51.98 [⊕] |
| Zone 2 | \$ | 102.63 [⊕] |

DS-3 Loop

| | | |
|--------|----|---------------------|
| Zone 1 | \$ | 389.62 [⊕] |
| Zone 2 | \$ | 769.32 [⊕] |

⁴ For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and ***CLEC Acronym TE*** shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

⁵ Includes 2-wire Basic, 2-wire Customer Specified Signaling, 2-wire ADSL, 2-wire IDSL, 2-wire SDSL 2 Wire Off Premise Ext..

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

| | | |
|------------------------------|----|-------|
| Supplemental Features: | | |
| ISDN-BRI Line Loop Extender | \$ | 4.06 |
| DS1 Clear Channel Capability | \$ | 24.00 |

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

Sub-Loop

| | | |
|--|----|--------------------|
| 2-Wire Distribution (inclusive of NID) | | |
| Zone 1 | \$ | 15.41 [⊕] |
| Zone 2 | \$ | 24.98 [⊕] |
| 4-Wire Distribution (inclusive of NID) | | |
| Zone 1 | \$ | 31.76 [⊕] |
| Zone 2 | \$ | 62.71 [⊕] |
| 2-Wire Drop | \$ | 3.58 |
| 4-Wire Drop | \$ | 3.82 |
| DS-1 Distribution (inclusive of NID) | | |
| Zone 1 | \$ | 46.57 [⊕] |
| Zone 2 | \$ | 63.98 [⊕] |
| Inside Wire | | BFR |

Network Interface Device (leased separately)

| | | |
|--|----|-------------------|
| Complex (12 x) NID | \$ | 1.48♦ |
| NID to NID Connection - 2-Wire (per NID) | \$ | 1.07 [⊕] |
| NID to NID Connection - 4-Wire (per NID) | \$ | 1.37 [⊕] |
| Standalone NID - 2-Wire (per NID) | \$ | 1.07 [⊕] |
| Standalone NID - 4-Wire (per NID) | \$ | 1.37 [⊕] |
| Standalone NID - DS1 (per NID) | \$ | 1.29 [⊕] |
| UNE Shared NID (per NID) | \$ | .80 [⊕] |

Dedicated Transport Facilities

| | | |
|------------------------------------|----|---------------------|
| Unbundled Dedicated Transport | | |
| IDT DS0 Transport Facility per ALM | \$ | 0.24 |
| IDT DS0 Transport Termination | \$ | 11.55 |
| IDT DS1 Transport Facility per ALM | \$ | 1.28 [⊕] |
| IDT DS1 Transport Termination | \$ | 41.01 [⊕] |
| IDT DS3 Transport Facility per ALM | \$ | 8.42 [⊕] |
| IDT DS3 Transport Termination | \$ | 110.33 [⊕] |
| Multiplexing (Dedicated Transport) | | |
| DS1 to Voice Grade Multiplexing | \$ | 281.71 [⊕] |
| DS3 to DS1 Multiplexing | \$ | 427.02 [⊕] |

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTESTEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

DS1 Clear Channel Capability

\$ 24.00

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

Unbundled Dark Fiber

Verizon C.O. to Verizon C.O. - IOF

| | | |
|---|----|----------------------|
| Serving Wire Center ("SWC") Charge / SWC / Pair | \$ | 7.84 [⊕] |
| Inter Office Per Mile | \$ | 44.95 [⊕] |
| Intermediate Office charge (per termination office) | \$ | 15.66 [⊕] |
| EEL IOF Testing | | |
| 2-Wire Analog Test Charge | \$ | 0.43 [⊕] |
| 2-Wire Digital Test Charge | \$ | 0.43 [⊕] |
| 4-Wire Analog Test Charge | \$ | 0.67 [⊕] |
| DS1 (1.544 mbps) Digital Test Charge | \$ | 2.01 [⊕] |
| Digital 4-Wire (56 or 64 kbps) Test Charge | \$ | 0.67 [⊕] |
| Voice Grade – Transport Termination | | |
| Voice Grade – Transport Facility per ALM | \$ | 13.34 [⊕] |
| 2-Wire ISDN – Transport Termination (one end) | \$ | 0.07869 [⊕] |
| 2-Wire ISDN – Transport Termination (one end) | \$ | 40.04 [⊕] |
| 2-Wire ISDN – Transport Facility per ALM | \$ | 0.25 [⊕] |
| OSS Recovery Charge ⁶ | \$ | 0.96 [⊕] |

EEL Pricing

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, Multiplexing, & Clear Channel Capability).

⁶ OSS Recovery Charge applies to Local Loops and Sub-Loops
119

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

Line Splitting (also referred to as "Loop Sharing")^{7 8}

A. Unbundled Local Loops

As Applicable per this Appendix A for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge* (per loop), Service Connection-Other Charge* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query, Engineering Work Order, Trouble Dispatch, Misdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges.

B. Other Charges

i. Regrade \$8.22 NRC

ii. *Service Connection

***Service Connection/Other**

A second Service Connection NRC and Service Connection/Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

iii. Disconnect A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.

iv. Line and Station Transfers /Pair Swaps

An LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

C. Collocation Rates

Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)

As Applicable per this Appendix A.

⁷ Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

⁸ This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **BOLD DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

NON-RECURRING CHARGES – OTHER UNES-

| LOCAL WHOLESALE SERVICES | Ordering 100% Manual | Ordering Semi- Mech. | Provisioning | |
|--|-------------------------------------|-------------------------------------|-------------------------|------------------------|
| | | | Initial Unit | Add'l Unit |
| UNBUNDLED LOOP | | | | |
| Exchange - Basic - Initial | \$ 28.01 [⊕] | \$ 18.15 [⊕] | \$ 63.58 [⊕] | \$ 50.14 [⊕] |
| Exchange - Basic - Subsequent | \$ 19.10 [⊕] | \$ 13.43 [⊕] | \$ 20.33 [⊕] | \$ 19.45 [⊕] |
| Exchange - Complex Non-Digital - Initial | \$ 28.56 [⊕] | \$ 18.70 [⊕] | \$ 53.67 [⊕] | \$ 40.22 [⊕] |
| Exchange - Complex Non-Digital – Subsequent | \$ 22.20 [⊕] | \$ 16.53 [⊕] | \$ 20.33 [⊕] | \$ 19.45 [⊕] |
| Exchange - Complex Digital - Initial | \$ 28.56 [⊕] | \$ 18.70 [⊕] | \$ 57.87 [⊕] | \$ 44.43 [⊕] |
| Exchange - Complex Digital – Subsequent | \$ 22.20 [⊕] | \$ 16.53 [⊕] | \$ 20.33 [⊕] | \$ 19.45 [⊕] |
| Advanced – Basic - Initial | \$ 28.01 [⊕] | \$ 18.15 [⊕] | \$ 300.94 [⊕] | \$ 215.97 [⊕] |
| Advanced – Basic – Subsequent | \$ 19.10 [⊕] | \$ 13.43 [⊕] | \$ 72.63 [⊕] | \$ 56.31 [⊕] |
| Advanced - Complex Digital - Initial | \$ 28.56 [⊕] | \$ 18.70 [⊕] | \$ 351.96 [⊕] | \$ 266.99 [⊕] |
| Advanced - Complex Digital – Subsequent | \$ 22.20 [⊕] | \$ 16.53 [⊕] | \$ 74.25 [⊕] | \$ 57.93 [⊕] |
| CLEAR CHANNEL CAPABILITY- | N/A | N/A | \$74.25 [⊕] | N/A |
| UNBUNDLED NID- | | | | |
| Exchange – Initial | \$ 28.56 [⊕] | \$ 18.70 [⊕] | \$ 21.56 [⊕] | N/A |
| UNBUNDLED SUB-LOOP- | | | | |
| Exchange - FDI Distribution Interconnection - Initial | \$ 28.01 [⊕] | \$ 18.15 [⊕] | \$ 89.85 [⊕] | \$ 58.34 [⊕] |
| Exchange - FDI Distribution Interconnection - Subsequent | \$ 19.10 [⊕] | \$ 13.43 [⊕] | \$ 29.68 [⊕] | \$ 11.71 [⊕] |
| Serving Terminal Interconnection - Initial | \$ 28.01 [⊕] | \$ 18.15 [⊕] | \$ 43.87 [⊕] | \$ 21.94 [⊕] |
| Serving Terminal Interconnection - Subsequent | \$ 19.10 [⊕] | \$ 13.43 [⊕] | \$ 22.74 [⊕] | \$ 10.19 [⊕] |

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

UNBUNDLED DARK FIBER-

| | | | | |
|--|------------------------|-----------------------|-----------------------|--------------------|
| Dark Fiber IOF Verizon C.O. to Verizon C.O. – Service Order | \$ 122.57 [⊕] | \$ 39.69 [⊕] | N/A [⊕] | N/A [⊕] |
| Dark Fiber - IOF Verizon C.O. to Verizon C.O. – SWC Charge / SWC / Pair | N/A [⊕] | N/A [⊕] | \$ 88.67 [⊕] | N/A [⊕] |
| Dark Fiber - IOF Verizon C.O. to Verizon C.O. – IOF Mileage Installation Charge / Pair | N/A [⊕] | N/A [⊕] | \$ 68.13 [⊕] | N/A [⊕] |
| Advanced – Unbundled Loop | \$ 122.57 [⊕] | \$ 39.69 [⊕] | \$153.14 [⊕] | \$N/A [⊕] |
| Dark Fiber Records Review (with reservations) | \$460.08 [⊕] | \$457.43 [⊕] | N/A [⊕] | N/A [⊕] |
| Intermediate Office Charge per Intermediate Office | N/A [⊕] | N/A [⊕] | \$ 88.67 [⊕] | N/A [⊕] |

HOT-CUT COORDINATED CONVERSIONS

| | | | | |
|--------------------------------|-----------------------|-----------------------|------------------|------------------|
| Exchange – Standard Interval | \$226.53 [⊕] | \$226.53 [⊕] | N/A [⊕] | N/A [⊕] |
| Exchange – Additional Interval | \$ 47.91 [⊕] | \$ 47.91 [⊕] | N/A [⊕] | N/A [⊕] |
| Advanced – Standard Interval | \$226.73 [⊕] | \$226.73 [⊕] | N/A [⊕] | N/A [⊕] |
| Advanced – Additional Interval | \$ 48.11 [⊕] | \$ 48.11 [⊕] | N/A [⊕] | N/A [⊕] |

COORDINATED CONVERSIONS

| | | | | |
|--------------------------------|-----------------------|-----------------------|------------------|------------------|
| Exchange – Standard Interval | \$ 77.86 [⊕] | \$ 77.86 [⊕] | N/A [⊕] | N/A [⊕] |
| Exchange – Additional Interval | \$ 47.91 [⊕] | \$ 47.91 [⊕] | N/A [⊕] | N/A [⊕] |
| Advanced – Standard Interval | \$ 78.06 [⊕] | \$ 78.06 [⊕] | N/A [⊕] | N/A [⊕] |
| Advanced – Additional Interval | \$ 53.07 [⊕] | \$ 53.07 [⊕] | N/A [⊕] | N/A [⊕] |

ENHANCED EXTENDED LOOPS (EELs) Loop portion (In addition, IDT charges apply if applicable to the EEL arrangement)

| | | | | |
|-------------------------------|------------------------|-----------------------|------------------------|------------------|
| Advanced - Basic - Initial | \$ 123.49 [⊕] | \$ 40.61 [⊕] | \$ 482.09 [⊕] | N/A [⊕] |
| Advanced - Basic - Subsequent | \$ 70.94 [⊕] | \$ 22.41 [⊕] | \$ 65.54 [⊕] | N/A [⊕] |
| DS1/DS3 Loop - Initial | \$ 123.49 [⊕] | \$ 40.61 [⊕] | \$ 541.54 [⊕] | N/A [⊕] |
| DS1/DS3 Loop - Subsequent | \$ 70.94 [⊕] | \$ 22.41 [⊕] | \$ 71.46 [⊕] | N/A [⊕] |
| DS3 to DS1 Multiplexer | N/A | N/A | \$204.32 [⊕] | N/A [⊕] |

Changeover Charge - (Conversion from Special Access to EELs or Transport)

| | | | | |
|---|----------------------|-----------------------|-----------------------|------------------|
| Advanced - Basic (2-wire and 4-wire) Changeover (As Is) | \$70.94 [⊕] | \$ 22.41 [⊕] | \$ 26.50 [⊕] | N/A [⊕] |
| Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only | \$ 7.52 | \$ 4.56 | \$ 41.64 | N/A [⊕] |
| Advanced - Complex (DS1/DS3 IOF) Changeover (As Is) | \$70.94 [⊕] | \$22.41 [⊕] | \$ 26.50 [⊕] | N/A [⊕] |

122

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTESTEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

Advanced - Complex (DS1 and above) Changeover (As Is)- \$ 70.94⊕ \$ 22.41⊕ \$ 26.50⊕ N/A⊕
Additional MOG (Mass Order Generator) Only

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

ROUTINE NETWORK MODIFICATIONS¹⁰

| | | | | |
|--|-----|-----|--------------------------|-----|
| Engineering Query ¹¹ | N/A | N/A | \$ 25.56 [⊕] | N/A |
| Engineering Work Order ¹² | N/A | N/A | \$ 115.68 [⊕] | N/A |
| Expedite Engineering Query ^{11 13} | N/A | N/A | \$ 7.23 [⊕] | N/A |
| Expedite Engineering Work Order ^{12 12} | N/A | N/A | \$ 32.74 [⊕] | N/A |
| Clear Defective Pair (where feasible) | N/A | N/A | \$ 257.78 [⊕] | N/A |
| Reassignment of Non-Working Cable Pair | N/A | N/A | \$ 257.78 [⊕] | N/A |
| Binder Group Rearrangement | N/A | N/A | \$ 357.24 [⊕] | N/A |
| Repeater – Installation | N/A | N/A | \$ 1,139.73 [⊕] | N/A |
| Apparatus Case – Installation | N/A | N/A | \$ 2,278.17 [⊕] | N/A |
| Range Extenders – DS0 Installation | N/A | N/A | \$ TBD | N/A |
| Range Extenders – DS1 Installation | N/A | N/A | \$ 608.76 [⊕] | N/A |
| Channel Unit to Universal/Cotted DLC System (existing) | N/A | N/A | \$ 114.84 [⊕] | N/A |
| Serving Terminal – Installation/Upgrade | N/A | N/A | \$ TBD | N/A |
| Activate Dead Copper Pair | N/A | N/A | \$ 124.93 [⊕] | N/A |
| Multiplexer – 1/0 - Installation | N/A | N/A | \$ 9,755.00 [⊕] | N/A |
| Multiplexer – 1/0 – Reconfiguration | N/A | N/A | \$ 257.82 [⊕] | N/A |
| Multiplexer – 3/1 - Installation | N/A | N/A | \$20,775.89 [⊕] | N/A |
| Multiplexer – 3/1 – Reconfiguration | N/A | N/A | \$ 257.82 [⊕] | N/A |
| Multiplexer – Other – Installation | N/A | N/A | \$ TBD | N/A |
| Move Drop | N/A | N/A | \$ 73.70 [⊕] | N/A |
| Cross-Connection – Existing Fiber Facility | N/A | N/A | \$ 233.95 [⊕] | N/A |
| Line Card – Installation | N/A | N/A | \$ 226.33 [⊕] | N/A |
| Copper Rearrangement | N/A | N/A | \$ 325.64 [⊕] | N/A |

¹⁰ This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

¹¹ Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

¹² Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

¹³ Expedite Charges apply in addition to other listed rates.

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

| | | | | |
|---|-----------------------|-----------------------|--------------------------|-----|
| Central Office Terminal – Installation | N/A | N/A | \$26,794.10 [⊕] | N/A |
| IDLC Only Condition | N/A | N/A | \$28,021.75 [⊕] | N/A |
| Other Required Modifications | N/A | N/A | \$ TBD | N/A |
| OTHER | | | | |
| Commingled Arrangements – per circuit NRC | \$41.42 [⊕] | \$7.62 [⊕] | \$ 27.33 [⊕] | N/A |
| Conversion – Service Order per request | \$ 67.06 [⊕] | \$ 21.18 [⊕] | N/A | N/A |
| Conversion - Installation per circuit | N/A | N/A | \$ 23.56 [⊕] | N/A |
| Circuit Retag – per circuit | N/A | N/A | \$ 40.65 [⊕] | N/A |
| | N/A | N/A | | N/A |
| Dark Fiber – Dark Fiber Routine Network Modifications | N/A | N/A | TBD | N/A |

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that ***CLEC Acronym TE*** orders any service from this Agreement.

Customer Record Search applies when ***CLEC Acronym TE*** requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution and Loop Conditioning.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber and EELs.

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, Multiplexing and Clear Channel Capability

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if ***CLEC Acronym TE*** requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if ***CLEC Acronym TE*** requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if ***CLEC Acronym TE*** requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

IV. Rates and Charges for 911

See State Access Tariff.

V. Collocation Rates

See IL Collocation Services Tariff, IL CC #12.

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN ***BOLD ITALIC FONT*** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1

II. INTRADO SERVICES

A. INTERCONNECTION

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

Per DS1

\$ 127.00

\$ 250.00

Per DS0

\$ 40.00

\$250.00

09/23/08

TEXT IN NORMAL FONT REFLECTS AGREED LANGUAGE

TEXT IN **ITALIC FONT** REFLECTS VERIZON'S LANGUAGE THAT INTRADO DISPUTES

TEXT IN **DOUBLE-UNDERLINED FONT** REFLECTS LANGUAGE PROPOSED BY INTRADO THAT VERIZON DISPUTES.

36448.1