

TE***'s promptly securing such arrangements with the State of New Jersey as may be necessary for the effective provision of 911/E-911 service to Customers of ***CLEC Acronym TE***.

Also include Sections 1.1 through 1.2.3 for NJ, as Section 1 above is in ADDITION to these sections.

NEW YORK

GLOSSARY

Section 2.78 – Measured Internet Traffic:

Dial-up, switched Internet Traffic originated by a Customer of one Party (“Originating Party”) on that Party’s network at a point in a LATA, and delivered to a Customer or an Internet Service Provider served by the other Party (“Receiving Party”), on that other Party’s network at a point in the same LATA. Measured Internet Traffic does not include: (1) any traffic that is carried by a third party carrier at any point between the Customer of the Originating Party and the Customer or Internet Service Provider served by the Receiving Party; or, (2) traffic that is carried by a Party as either a presubscribed call (1+) or a casual dialed (10XXX or 1010XXXX) call originated by a Telephone Exchange Customer of another carrier. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) (as defined in the Interconnection Attachment) does not constitute Measured Internet Traffic.

Section 2.105 – Reciprocal Compensation Traffic:

A call completed between two Telephone Exchange Service Customers of the Parties located in the same LATA, originated on one Party’s network and terminated on the other Party’s network where such call was not carried by a third party carrier during the course of the call or carried by a Party as either a presubscribed call (1+) or a casual dialed (10XXX or 1010XXXX) call originated by a Telephone Exchange Customer of another carrier. Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) Toll Traffic; (3) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (4) Tandem Transit Traffic; or, (5) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in the Interconnection Attachment).

Section 5:

ADDITIONAL SERVICES ATTACHMENT

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INTERCONNECTION ATTACHMENT

Section 2.2.5:

In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Meet Point B Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; (b) 200,000 minutes of use for a single month; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month: (i) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing Meet Point A One-Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network; or, (ii) if Two-Way Interconnection Trunks are used, ***CLEC Acronym TE*** shall promptly submit an ASR to Verizon to establish new or augment existing Meet Point A Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network.

Section 2.2.6:

Except as otherwise agreed in writing by the Parties, the total number of Meet Point B Interconnection Trunks between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, ***CLEC Acronym TE*** shall promptly submit an ASR to Verizon to establish new or additional Meet Point A Trunks to insure that the volume of traffic between the technically feasible Point of Interconnection on Verizon's network and the Verizon Tandem does not exceed the capacity of the 240 trunks.

Section 2.4.3:

Prior to establishing any Two-Way Interconnection Trunks, ***CLEC Acronym TE*** shall meet with Verizon to 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 Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.

Section 2.4.4:

On a semi-annual basis, ***CLEC Acronym TE*** shall submit a good faith forecast to Verizon of the number of Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks that ***CLEC Acronym TE*** anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between ***CLEC Acronym TE*** and Verizon. ***CLEC Acronym TE***'s trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.

Section 2.4.5:

The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.

Section 2.4.7:

With respect to Meet Point A (high usage) Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.

Section 2.4.8:

Meet Point B Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Meet Point B

Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.01 during the average time consistent busy hour. Verizon and ***CLEC Acronym TE*** shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR 2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).

Section 2.4.9:

The performance standard for Meet Point B Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

Section 2.4.11:

Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Meet Point B (final) Two-Way Interconnection Trunk group and ***CLEC Acronym TE*** has not notified Verizon that it has corrected such blocking, Verizon may submit to ***CLEC Acronym TE*** a Trunk Group Service Request directing ***CLEC Acronym TE*** to remedy the blocking. Upon receipt of a Trunk Group Service Request, ***CLEC Acronym TE*** will complete an ASR to establish or augment the Meet Point A Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Meet Point B Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within five (5) Business Days.

Section 2.4.12:

The Parties will review all Meet Point B Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. ***CLEC Acronym TE*** will promptly augment all Meet Point B Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Meet Point B Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, ***CLEC Acronym

TE*** will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event ***CLEC Acronym TE*** fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and ***CLEC Acronym TE*** shall pay) for the excess Interconnection Trunks at the applicable Verizon rates.

Section 2.4.14:

CLEC Acronym TE will route its traffic to Verizon over the Meet Point A and/or Meet Point B Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from ***CLEC Acronym TE*** to a Verizon End Office will first be routed to the Meet Point A Interconnection Trunk group between ***CLEC Acronym TE*** and the Verizon End Office.

Section 7.2.7:

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Section 12.10

When ***CLEC Acronym TE*** originates traffic in the same local calling area to an ITC or such traffic is terminated to ***CLEC Acronym TE*** by ITC, the terms and conditions set forth in Verizon's PSC NY No.8 Tariff, as amended from time to time, will apply.

NETWORK ELEMENTS ATTACHMENT

Section 2.5

Inside Wire, as set forth in Section 7 of this Attachment;

Section 3 (Loop Transmission Types):

Subject to the conditions set forth in Section **Error! Reference source not found.** of this Attachment, Verizon shall allow ***CLEC Acronym TE*** to access Loops unbundled from local switching and local transport, at the rates, terms and conditions set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to

time, that relate to or concern Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall allow ***CLEC Acronym TE*** access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules.

Delete remaining Sections 3.1.1 through 3.6.4.3.

Section 6 (Sub-Loop):

Subject to the conditions set forth in Section **Error! Reference source not found.** of this Attachment and upon request by ***CLEC Acronym TE***, Verizon shall allow ***CLEC Acronym TE*** to access Sub-Loops unbundled from local switching and transport in accordance with the terms of Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern Sub-Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall allow ***CLEC Acronym TE*** access to Sub-Loops in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining Sections 6.1 through 6.1.11 and insert:

Section 6.1:

[Intentionally Left Blank].

Section 6.2:

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Section 7 (Inside Wire)

Section 7.1 (House and Riser)

Subject to the conditions set forth in Section 1 of this Attachment and upon request by ***CLEC Acronym TE***, Verizon shall provide ***CLEC Acronym TE*** with access to a House and Riser Cable in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's PSC NY No. 10 Tariff , as amended from time to time, that relate to or concern House and Riser Cable, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide ***CLEC Acronym TE*** with

access to House and Riser Cable in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 7 through Section 7.1.2.2

Section 8 (Dark Fiber Transport and Transitional Provision of Embedded Dark Fiber Loops):

Subject to the conditions set forth in Section **Error! Reference source not found.** of this Attachment and upon request by ***CLEC Acronym TE***, Verizon shall provide ***CLEC Acronym TE*** with access to Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern Dark Fiber Transport, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon will provide ***CLEC Acronym TE*** access to Dark Fiber Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 8 through Section 8.3.

Section 9 (Network Interface Device):

Subject to the conditions set forth in Section **Error! Reference source not found.** of this Attachment and upon request by ***CLEC Acronym TE***, Verizon shall permit ***CLEC Acronym TE*** to connect a carrier's Loop to the Inside Wiring of a Customer's premises through Verizon's NID at the rates, terms and conditions set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern NIDs, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide ***CLEC Acronym TE*** with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 9 through Section 9.8.3.

Section 11 (Dedicated Transport):

Subject to the conditions set forth in Section **Error! Reference source not found.** of this Attachment, and upon request by ***CLEC Acronym TE***, Verizon shall make available to ***CLEC Acronym TE*** where facilities are available, Dedicated Transport unbundled from other Network Elements at the

rates, terms and conditions set forth in Verizon's PSC NY No. 10 Tariff , as amended from time to time, that relate to or concern Dedicated Transport unbundled from other Network Elements, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide ***CLEC Acronym TE*** with access to the unbundled Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 11.

Section 16 (Combinations, Commingling and Conversions):

Subject to the conditions set forth in Section **Error! Reference source not found.** of this Attachment, Verizon shall be obligated to provide Combinations, Commingling and Conversions only to the extent provision of such Combinations, Commingling and Conversions are required by the Federal Unbundling Rules. To the extent Verizon is required by the Federal Unbundling Rules to provide Combinations, Commingling and Conversions to ***CLEC Acronym TE***, Verizon shall provide such Combinations, Commingling and Conversions in accordance with the terms, conditions and prices for such Combinations, Commingling and Conversions as provided in Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern Combinations, Commingling and Conversions, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

Delete remaining sections in Section 16 through 16.3.

Section 17.2 (Routine Network Modifications)

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NORTH CAROLINA COLLOCATION ATTACHMENT

See State Specific Language in the standalone Collocation Attachment for NC.

OHIO GENERAL TERMS AND CONDITIONS

Insert the following as Section 4.8 in the General terms and Conditions of the Agreement:

Nothing contained herein shall relieve either Party from meeting any obligations it may have as prescribed in the minimum telephone service standards as set forth in Chapter 4901:1-5-16 and Chapter 4901:1-5-20 of the Ohio Administrative

Code, or any successor provisions as may be determined in Case No. 00-1265-TP-ORD.

OREGON**AGREEMENT****Section 1.1:**

This Agreement includes: (a) the Principal Document and (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference). In addition, it is the Parties' express intention that Orders shall be issued pursuant to and governed by the Agreement and that all the terms and conditions of such Orders shall be subject to all the terms and conditions of the Agreement.

COLLOCATION ATTACHMENT

See State Specific Language in the standalone Collocation Attachment for OR.

**PENNSYLVANIA
- EAST & WEST****AGREEMENT - SIGNATURE PAGE**

Add the following date line after the title line:

Date: _____

**PENNSYLVANIA
- EAST AND WEST****911 ATTACHMENT:**

In Section 1.2.3 add the following sentence to the end of the paragraph:

A letter is required from the PSAP director before the release of the MSAG by Verizon to ***CLEC Acronym TE***.

RHODE ISLAND**NETWORK ELEMENTS ATTACHMENT****Section 3 (Loop Transmission Types):**

Subject to the conditions set forth in Section **Error! Reference source not found.** of this Attachment, Verizon shall allow ***CLEC Acronym TE*** to access Loops unbundled from local switching and local transport, at the rates, terms and conditions set forth in Verizon's RI PUC Tariff No. 18, as amended from time to time, that relate to or concern Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall allow ***CLEC Acronym TE*** access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules.

Delete remaining Sections 3.1.1 through 3.6.4.3

Section 6.3 (Collocation in Remote Terminals):

Subject to the conditions set forth in Section **Error! Reference source not found.** of this Attachment, Verizon shall provide ***CLEC Acronym TE*** collocation equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's RI PUC Tariff No. 18, as amended from time to time, that relate to or concern remote terminal equipment enclosure collocation, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide ***CLEC Acronym TE*** with collocation in remote terminals in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Section 8 (Dark Fiber):

Subject to the conditions set forth in Section **Error! Reference source not found.** of this Attachment and upon request by ***CLEC Acronym TE***, Verizon shall provide ***CLEC Acronym TE*** with access to Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's RI PUC Tariff No. 18, as amended from time to time, that relate to or concern Dark Fiber Transport, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon will provide ***CLEC Acronym TE*** access to Dark Fiber Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 8 through Section 8.3.**Section 11.2 (Dedicated Transport):**

if and, to the extent that, ***CLEC Acronym TE*** has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and ***CLEC Acronym TE*** has a right under the Federal Unbundling Rules to convert (and wishes to convert) such transport to unbundled Dedicated Transport under this Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion. In the case of any such conversion, ***CLEC Acronym TE*** shall pay any and all conversion charges (e.g., non-recurring charges), as well as any

and all termination liabilities, minimum service period charges and like charges in accordance with Verizon's applicable Tariffs. If the transport to be converted comprises a portion of a loop-transport combination, then such combination shall also be subject to any requirements that apply under Section 16 below (including, but not limited to, applicable EEL eligibility requirements).

Section 16 (Combinations, Commingling and Conversions):

Subject to the conditions set forth in Section **Error! Reference source not found.** of this Attachment, Verizon shall be obligated to provide Combinations, Commingling and Conversions only to the extent provision of such Combinations, Commingling and Conversions are required by the Federal Unbundling Rules. To the extent Verizon is required by the Federal Unbundling Rules to provide Combinations, Commingling and Conversions to ***CLEC Acronym TE***, Verizon shall provide such Combinations, Commingling and Conversions in accordance with the terms, conditions and prices for such Combinations, Commingling and Conversions as provided in Verizon's RI PUC Tariff No. 18, as amended from time to time, that relate to or concern Combinations, Commingling and Conversions, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

Delete remaining sections in Section 16 through Section 16.3.

TEXAS COLLOCATION ATTACHMENT

See State Specific Language in the standalone Comprehensive Collocation Attachment for TX.

WASHINGTON AGREEMENT – SIGNATURE PAGE

Add the following date line after the title line:

Date: _____

WASHINGTON, DC GLOSSARY

Section 2.105:

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined by Verizon. Reciprocal Compensation Traffic does not include the following traffic (it being understood

that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined by Verizon, and based on the actual originating and terminating points of the complete end-to-end communication; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; or, (7) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in the Interconnection Attachment). For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

ADDITIONAL SERVICES ATTACHMENT

Section 5:

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INTERCONNECTION ATTACHMENT

Section 7.2.7:

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WEST VIRGINIA

AGREEMENT – SIGNATURE PAGE

Add the following date line after the title line:

Date: _____

ARIZONA, CALIFORNIA,

NETWORK ELEMENTS ATTACHMENT

Section 7 (Sub-Loop for Multiunit Tenant Premises Access):

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DELAWARE, IDAHO, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, NEVADA, NORTH CAROLINA, OHIO,

Delete remaining sections in Section 7 through 7.1.2.2.

STATE

ATTACHMENT

STATE SPECIFIC UNIQUENESS

OREGON,
PENNSYLVANIA,
SOUTH CAROLINA,
TEXAS,
VIRGINIA,
WASHINGTON, DC,
WASHINGTON (STATE),
WEST VIRGINIA &
WISCONSIN

FOR FGTE STATES TRAFFIC EXCHANGE ATTACHMENT

Add the Traffic Exchange Attachment, which is housed on the F Drive (f:\negotiator tools\state specific language guide\current) after the Interconnection Attachment per the instructions posted on the F Drive (f:\negotiator tools\state specific language guide\current).

TRAFFIC EXCHANGE ATTACHMENT

1. General

Where both Parties subtend the same Tandem Switch operated by a third party (such third party hereinafter referred to as the "Third Party Tandem Provider" and such switch hereinafter referred to as the "Third Party Tandem Switch"), then, subject to the terms and conditions of this Attachment, for those NPA/NXX codes assigned by each Party to Rate Center Areas served by that Third Party Tandem Switch, the Parties may reciprocally exchange Reciprocal Compensation Traffic, Measured Internet Traffic, intraLATA Toll Traffic, and translated IntraLATA toll free service access code traffic, originated by their respective Customers, through that Third Party Tandem Switch. For the avoidance of any doubt, nothing in this Attachment shall preclude the Parties from interconnecting their networks in accordance with the Interconnection Attachment, which Interconnection Attachment must be a part of the Agreement.

2. Arrangements With Third Party Tandem Provider

2.1 The Parties acknowledge and agree that, in order to exchange Reciprocal Compensation Traffic, Measured Internet Traffic, IntraLATA Toll Traffic, and translated IntraLATA toll free service access code traffic under this Attachment, each Party must have established and must maintain its own interconnection and compensation arrangements with the Third Party Tandem Provider for the routing and exchange of the foregoing traffic between the Parties under this Attachment (e.g., arrangements that permit the subject traffic to be exchanged through the Third Party Tandem Provider). In addition, the Parties must also fulfill each of the other requirements of this Attachment.

2.1.1 If such arrangements between a Party and the Third Party Tandem Provider are terminated (e.g., where a Third Party Tandem Provider does not permit a Party to exchange the foregoing traffic using the Third Party Tandem Switch), that Party shall promptly give written notice thereof to the other Party. Absent the existence of such arrangements with the Third Party Tandem Provider, each Party shall have the right, on written notice to the other Party, to discontinue exchanging the foregoing traffic with the other Party (i.e., receiving such traffic from or, sending such traffic to, the other Party) under this Attachment.

2.1.2 Notwithstanding any other provision of this Agreement, on one hundred twenty (120) days written notice, a Party may discontinue exchanging the foregoing traffic with the other Party under this Attachment.

2.2 Forecasting Requirements

2.2.1 Within ninety (90) days of executing the Agreement, ***CLEC Acronym TXT*** shall provide Verizon a two (2)-year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon pursuant to this Attachment, over the next eight (8) quarters.

2.2.2 Ongoing forecast requirements. Where the Parties are already exchanging traffic through a Third Party Tandem Switch in a LATA, ***CLEC Acronym TXT*** shall provide a new or revised traffic forecast when ***CLEC Acronym TXT*** develops plans or becomes aware of information that will materially affect the Parties' exchange of

traffic through such Third Party Tandem Switch in that LATA. Instances that require a new or revised forecast include, but are not limited to: (i) ***CLEC Acronym TXT*** plans to deploy a new switch; (ii) ***CLEC Acronym TXT*** plans to implement interconnection in accordance with the Interconnection Attachment or a new network architecture; (iii) ***CLEC Acronym TXT*** plans to rearrange its network; or (iv) ***CLEC Acronym TXT*** expects a significant change in traffic volume.

2.2.3 Use of Forecasts. Forecasts provided pursuant to this Agreement are not binding on ***CLEC Acronym TXT*** or Verizon.

- 2.3 Prior to exchanging traffic through a Third Party Tandem Switch, ***CLEC Acronym TXT*** shall meet with Verizon to conduct a joint planning meeting ("Third Party Tandem Provider Joint Planning Meeting"). At that Third Party Tandem Provider Joint Planning Meeting, each Party shall, among other things, provide to the other Party originating Centium Call Second (Hundred Call Second) information.
- 2.4 If and, when, the volume of traffic exchanged between a Verizon End Office and ***CLEC Acronym TXT*** switch through a Third Party Tandem Switch exceeds (a) the Centium Call Second (Hundred Call Second) busy hour equivalent of one (1) DS-1 at any time; (b) 200,000 combined minutes of use for any month; (c) 600 busy hour Centium Call Seconds (BHCCS) of use for a single month, upon the written request of either Party, the Parties shall meet promptly and consider whether to interconnect their respective networks pursuant to the Interconnection Attachment. In the event the Parties so interconnect their respective networks, the Parties shall discontinue exchanging any and all traffic through the Third Party Tandem Switch, unless the Parties otherwise agree to continue exchanging traffic but, on an overflow basis, through the Third Party Tandem Switch.
- 2.5 Nothing in this Attachment shall be read to require either Party to establish and/or maintain a subtending arrangement with a Third Party Tandem Provider.

3. Initiating Traffic Exchange Under This Attachment

- 3.1 If ***CLEC Acronym TXT*** determines to offer Telephone Exchange Services and wishes to exchange traffic with Verizon through a Third Party Tandem Switch in any LATA in which Verizon also offers Telephone Exchange Services, ***CLEC Acronym TXT*** shall provide written notice to Verizon of its request to exchange traffic through a Third Party Tandem Switch in such LATA pursuant to this Attachment.
- 3.2 The notice provided in Section 3.1 of this Attachment shall include (a) ***CLEC Acronym TXT***'s proposed traffic exchange activation date; (b) a forecast of ***CLEC Acronym TXT***'s traffic volumes conforming to Section 2 of this Attachment; and (c) such other information as Verizon shall reasonably request in order to facilitate traffic exchange under this Attachment.
- 3.3 The traffic exchange activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated in Section 3.2 of this Attachment.

4. Traffic Measurement and Billing

- 4.1 The Parties agree that they will make commercially reasonable efforts to obtain and utilize accurate and complete recordings, of any traffic exchanged between them under this Attachment, for use in billing.
- 4.2 At such time as a receiving Party has the capability, on an automated basis, to use CPN to classify traffic from the other Party, exchanged under this Attachment, by traffic type (i.e., Reciprocal Compensation Traffic, Measured Internet Traffic, IntraLATA Toll Traffic, and IntraLATA toll free service access code traffic), such receiving Party shall bill the originating Party the rate applicable to each relevant minute of traffic for which CPN is received. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic received from the other Party by traffic type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. In any case, the Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that a Party's equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).
- 4.3 Each Party reserves the right to audit all traffic exchanged under this Attachment, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary traffic data in conjunction with any such audit in a timely manner.
- 4.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.
- 4.5 If and, to the extent that, a ***CLEC Acronym TXT*** Customer receives V/FX Traffic exchanged under this Attachment, ***CLEC Acronym TXT*** shall promptly provide notice thereof to Verizon (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Verizon Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Verizon's Customers to such ***CLEC Acronym TXT*** Customers.

5. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act

5.1 Reciprocal Compensation.

The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical

rates stated in the Pricing Attachment; it being understood and agreed that because the Third Party Tandem Provider is providing the tandem functionally to both Parties, Verizon shall charge (and ***CLEC Acronym TXT*** shall pay Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Verizon receives from ***CLEC Acronym TXT*** and ***CLEC Acronym TXT*** shall charge (and Verizon shall pay ***CLEC Acronym TXT***) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic ***CLEC Acronym TXT*** receives from Verizon. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic received from the other Party; provided, however, for the avoidance of any doubt, neither Party may assess upon, or pass through to, the other Party any charges billed by (or on behalf of) the Third Party Tandem Provider. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

5.2 Traffic Not Subject to Reciprocal Compensation.

- 5.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic)), Information Access, or exchange services for Exchange Access or Information Access.
- 5.2.2 Reciprocal Compensation shall not apply to Internet Traffic.
- 5.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.
- 5.2.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.
- 5.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- 5.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.
- 5.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).
- 5.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
- 5.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a ***CLEC Acronym TXT*** Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, ***CLEC Acronym TXT*** shall pay Verizon's originating access charges for all V/FX Traffic originated by a Verizon Customer, and ***CLEC Acronym TXT*** shall pay Verizon's terminating access charges for all V/FX Traffic originated by a ***CLEC Acronym TXT*** Customer.

- 5.3 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by ***CLEC Acronym TXT*** to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to ***CLEC Acronym TXT***.

6. Other Types of Traffic

- 6.1 Notwithstanding any other provision of this Agreement or otherwise: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.
- 6.2 Subject to Section 6.1 of this Attachment, IntraLATA Toll Traffic exchanged under this Attachment shall be governed by the applicable provisions of this Agreement and applicable Tariffs.
- 6.3 For any traffic originating with a third party carrier and delivered by ***CLEC Acronym TXT*** to Verizon, ***CLEC Acronym TXT*** shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by ***CLEC Acronym TXT***.
- 6.4 Notwithstanding any provision of this Agreement or otherwise, no Interexchange Carrier (IXC) traffic may be exchanged under this Attachment.
- 6.5 Any traffic not specifically addressed in this Attachment shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

7. Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers IntraLATA toll free service access code (e.g., 800/877/888) ("8YY") calls to the other Party under this Attachment. For the purposes of this Section 7, the terms "translated" refer to those toll free service access code calls that have been queried ("translated") to an 8YY database.

- 7.1 When ***CLEC Acronym TXT*** delivers translated IntraLATA 8YY calls to Verizon for completion:
- 7.1.1 by Verizon:
- 7.1.1.1 ***CLEC Acronym TXT*** will provide an appropriate EMI record to Verizon; and
- 7.1.1.2 ***CLEC Acronym TXT*** will bill Verizon the ***CLEC Acronym TXT***'s Switched Exchange Access Tariff charges and the ***CLEC Acronym TXT***'s applicable Tariff query charge.
- 7.1.2 by a toll free service access code service provider in that LATA:

- 7.1.2.1 ***CLEC Acronym TXT*** will provide an appropriate EMI record to Verizon and the toll free service access code service provider; and
 - 7.1.2.2 ***CLEC Acronym TXT*** will bill the toll free service access code service provider the ***CLEC Acronym TXT***'s applicable Switched Exchange Access Tariff charges and the ***CLEC Acronym TXT***'s applicable Tariff query charges; and
 - 7.1.2.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges.
- 7.2 When Verizon performs the query and delivers translated IntraLATA 8YY calls, originated by Verizon's or another LEC's Customer for completion:
- 7.2.1 by ***CLEC Acronym TXT***:
 - 7.2.1.1 Verizon will provide an appropriate EMI record to ***CLEC Acronym TXT***; and
 - 7.2.1.2 Verizon will bill ***CLEC Acronym TXT*** Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges.
 - 7.2.2 by a toll free service access code service provider in that LATA:
 - 7.2.2.1 Verizon will provide an appropriate EMI record to ***CLEC Acronym TXT*** and the toll free service access code service provider; and
 - 7.2.2.2 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and
 - 7.2.2.3 ***CLEC Acronym TXT*** will bill the toll free service access code service provider the ***CLEC Acronym TXT***'s applicable Switched Exchange Access Tariff charges.
- 7.3 Verizon will not direct untranslated toll free service access code calls to ***CLEC Acronym TXT***. ***CLEC Acronym TXT*** will not direct untranslated toll free service access code calls to Verizon.

8. Number Resources, Rate Center Areas and Routing Points

- 8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.
- 8.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided in the LERG in order to recognize and route traffic to the other Party's assigned NXX codes.

Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

- 8.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, ***CLEC Acronym TXT*** shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. ***CLEC Acronym TXT*** shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.
- 8.4 ***CLEC Acronym TXT*** will also designate a Routing Point for each assigned NXX code. ***CLEC Acronym TXT*** shall designate one location for each Rate Center Area in which the ***CLEC Acronym TXT*** has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of ***CLEC Acronym TXT*** will be routed in the same manner as calls to ***CLEC Acronym TXT***'s initial NXXs.
- 8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain ***CLEC Acronym TXT***'s choices regarding the size of the local calling area(s) that ***CLEC Acronym TXT*** may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

9. Number Portability - Section 251(B)(2)

9.1 Scope.

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

9.2 Procedures for Providing LNP ("Local Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.

9.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.

9.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB).

Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

- 9.2.3 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.
- 9.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 9.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM).
- 9.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in Section 9.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 9.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; NXX codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 9.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

9.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from

the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

9.4 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations.

9.4.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

9.4.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition, the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 9.4.

9.5 ***CLEC Acronym TXT*** shall submit orders to port numbers electronically using an LSR via the Verizon web Graphical User Interface ("GUI") or Electronic Data Interface ("EDI") pursuant to the instructions, business rules and guidelines set forth on the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website).

10. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TXT*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to ***CLEC Acronym TXT***, in accordance with this Agreement, Verizon's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating ***CLEC Acronym TXT***'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 ***CLEC Acronym TXT*** only to the extent required by Applicable Law and may decline to provide Collocation to ***CLEC Acronym TXT*** 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 ***CLEC Acronym TXT*** 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.

Because of the Notices Abating the Proceedings regarding Tariff Control Nos. 22709 and 22710 issued by the Commission on July 11, 2000, Verizon shall provide Collocation according to the following terms and conditions in the State of Texas on an interim basis only until Verizon files another Collocation Tariff in Texas. At such time as there is a Verizon Collocation Tariff on file with the Commission, and subject to the foregoing, the following terms and conditions will be rendered ineffectual, and Verizon shall provide Collocation to ***CLEC Acronym TXT*** in accordance with the terms and conditions set forth in Verizon's Collocation Tariff, and Verizon shall do so regardless of whether or not such terms and conditions are effective.

Section 1 of this Collocation Attachment ("Attachment"), in conjunction with the rest of this Agreement, set forth the terms and conditions under which Verizon shall provide Collocation services to ***CLEC Acronym TXT***. Collocation provides for access to Verizon's "premises", for the purpose of interconnection and/or access to Unbundled Network Elements (UNEs). For the purposes of this Attachment, "premises" is defined to include Verizon's central offices, serving Wire Centers, and all other buildings or similar structures owned, leased, or otherwise controlled by Verizon that house Verizon's network facilities. Collocation at Verizon's Wire Centers and access tandems shall be accomplished through caged, cageless, virtual or microwave service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, Verizon shall provide adjacent Collocation or other methods of Collocation, subject to space availability and technical feasibility. In accordance with, but only to the extent required by Applicable Law, Verizon shall also offer rates, terms and conditions for Collocation services that are not expressly addressed in this Attachment or Verizon Tariffs on an individual case basis.

1.1 Types of Collocation.

1.1.1 Single Caged. A single caged arrangement is a form of caged Collocation, which allows a single CLEC to lease caged floor space to house its equipment within Verizon premises.

1.1.2 Shared Caged. A shared caged arrangement is a newly constructed caged Collocation arrangement that is jointly applied for and occupied by two or more CLECs within a Verizon premise. When two or more

CLECs request establishment and jointly apply for a new caged Collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). The HC and GC(s) are solely responsible for determining whether to share a shared caged Collocation arrangement and if so, upon what terms and conditions. The HC and GC(s) must each be interconnected to Verizon for the exchange of traffic with Verizon and/or to access unbundled network elements. Verizon will not issue separate billing for any of the rate elements associated with the shared caged Collocation arrangement between the HC and the GC(s), but Verizon will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all Collocation applicable services ordered by the HC and GC(s). The HC and GC will be responsible for ordering their own unbundled network elements from Verizon. Verizon will separately bill the HC and/or GC(s) for unbundled network elements ordered. The HC and GC(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing Collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the HC is reimbursed for all or any portion of such charges by the guest(s). All terms and conditions for caged Collocation as described in this Attachment will apply to shared caged Collocation requirements.

1.1.3 Subleased Caged. Vacant space available in a CLEC's caged Collocation arrangement may be made available to a third party(s) for the purpose of interconnection and/or for access to UNEs in Verizon premises via the subleasing Collocation arrangement. The CLEC subleases the floor space to the third party(s) pursuant to terms and conditions agreed to by the CLEC and the third party(s) involved. The CLEC and third party(s) must each be interconnected to Verizon for the exchange of traffic with Verizon and/or to access unbundled network elements. The CLEC is solely responsible for determining whether to sublease a shared caged Collocation arrangement and if so, upon what terms and conditions. Verizon will not issue separate billing for any of the rate elements associated with the subleased caged Collocation arrangement between the CLEC and the third party(s). The CLEC will be responsible for ordering and payment of all Collocation applicable services ordered by the CLEC and the third party(s). Each CLEC and third party will be responsible for ordering their own unbundled network elements from Verizon. Verizon will separately bill the CLEC and third party/parties for unbundled network elements ordered. The CLEC and third party(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing Collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party(s). All terms and conditions for caged Collocation as described in this Attachment will apply to subleased caged Collocation requirements.

1.1.4 Cageless. Cageless Collocation is a form of Collocation in which CLECs can place their equipment in Verizon premises. A cageless Collocation arrangement allows a CLEC, using Verizon approved vendors, to install equipment in single bay increments in an area

designated by Verizon. The equipment location will be designated by Verizon and will vary based on individual Verizon premise configurations. CLEC equipment will not share the same equipment bays with Verizon equipment.

- 1.1.5 Adjacent. An adjacent Collocation arrangement permits a CLEC to construct or procure a structure on Verizon property for Collocation for the purposes of interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent Collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in Verizon's premise for caged and cageless Collocation; and (2) it is technically feasible to construct or procure a hut or similar structure on Verizon property that adheres to local building code, zoning requirements, and Verizon building standards. ***CLEC Acronym TXT*** is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. Verizon may, where required, participate in the zoning approval and permit acquisitions. ***CLEC Acronym TXT*** may not take any action in establishing an adjacent structure that will force Verizon to violate any zoning requirements or any federal, state, or local regulations, ordinances, or laws.

Any construction by ***CLEC Acronym TXT*** on Verizon property must comply with Verizon's technical specifications as they relate to environmental safety and grounding requirements. Verizon will make available power and physical Collocation services to ***CLEC Acronym TXT*** in the same non-discriminatory manner as it provides itself for its own remote equipment buildings (REBs).

- 1.1.6 Virtual. Under virtual Collocation, Verizon installs and maintains ***CLEC Acronym TXT*** provided equipment which is dedicated to the exclusive use of the ***CLEC Acronym TXT*** in a Collocation arrangement. Additional details on virtual Collocation are set forth in Section 1.9.
- 1.1.7 Microwave. Physical Collocation of microwave transmission facilities will be permitted on a first-come, first-served basis except where such Collocation is not practical for technical reasons or because of space limitations. Microwave Collocation provides for the interconnection of ***CLEC Acronym TXT*** or Verizon provided facilities, equipment and support structures located in, on or above the exterior walls and roof of Verizon premises. Additional details on microwave Collocation are set forth in Section 1.10.

1.2 Ordering.

1.2.1 Application.

- 1.2.1.1 Point of Contact. ***CLEC Acronym TXT*** must request Collocation arrangements through Verizon's designated point of contact. Completed applications for Collocation must be sent directly to Verizon's Collocation Project Manager at the following address: Collocation Project Manager, Verizon, 125 High Street, Room 1134, Boston, MA 02110; Facsimile: (617) 342-8515; E-Mail at:

collocation.applications@verizon.com. Additional information and requirements regarding Collocation may be obtained from Verizon's public website at www.verizon.com.

- 1.2.1.2 Application Form/Fee. ***CLEC Acronym TXT*** requesting Collocation at a Verizon premise will be required to complete the application form and submit the non-refundable engineering fee set forth in the Pricing Attachment, described in Section 1.5.1, for each Verizon premise at which Collocation is requested. The application form will require ***CLEC Acronym TXT*** to provide all engineering, floor space (where applicable), power, environmental and other requirements necessary for the function of the service. ***CLEC Acronym TXT*** will provide Verizon with specifications for any non-standard or special requirements at the time of application. Verizon reserves the right to assess the customer any additional charges on an individual case basis ("ICB") associated with complying with the requirements. Any such charges shall be noticed to ***CLEC Acronym TXT***.

Verizon will process Collocation requests from CLECs on a first-come, first-serve basis pursuant to Verizon's receipt of a completed application form and the non-refundable engineering fee.

- 1.2.2 Space Availability. Subject to forecasting requirements, Verizon will inform ***CLEC Acronym TXT*** whether space is available to accommodate ***CLEC Acronym TXT***'s request within eight (8) Business Days after receipt of a completed application. Verizon's response will be one of the following:

- 1.2.2.1 There is space and Verizon will proceed with the arrangement.
- 1.2.2.2 There is no space. Verizon will proceed as described in Section 1.4.1.
- 1.2.2.3 There is no readily available space, however, Verizon will determine whether space can be made available and will notify ***CLEC Acronym TXT*** within twenty (20) Business Days. At the end of this period, Verizon will proceed as described in 1.2.2.1 or 1.2.2.2 above.

- 1.2.3 Collocation Schedule. If space is available, Verizon will provide to ***CLEC Acronym TXT*** a Collocation schedule describing Verizon's ability to meet the physical Collocation request within eight (8) Business Days after receipt of a completed application. ***CLEC Acronym TXT*** shall have nine (9) Business Days from receipt of a Verizon provided Collocation schedule to pay 50% of the NRCs associated with the ordered Collocation services.

If the application is deficient, Verizon will specify in writing, within eight (8) Business Days, the information that must be provided by ***CLEC Acronym TXT*** in order to complete the application. If ***CLEC Acronym TXT*** resubmits a revised application curing any deficiencies in its original application within ten (10) calendar days after being informed of

them, ***CLEC Acronym TXT*** shall retain its position within the Collocation application queue.

1.2.4 [Intentionally Left Blank].

1.2.5 Augmentation. Any request for an addition, partial reduction, or a change to an existing Collocation arrangement that has been inspected and turned over to ***CLEC Acronym TXT*** shall be considered an augmentation request. An augmentation request will require the submission of a complete application form and a non-refundable engineering or minor augment fee. A minor augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:

1.2.5.1 Major augments of Collocation arrangements are those requests that: (a) require AC or DC power; (b) add equipment that generates more BTU's of heat, or (c) increase the floor space over what ***CLEC Acronym TXT*** requested in its original application. A complete application and engineering fee will be required when submitting a request that requires a major augment.

1.2.5.2 Minor augments of Collocation arrangements will require the submission of a complete application form and the minor augment fee. Minor augments are those requests that: (a) do not require additional DC and AC power, (b) do not add equipment that generates more BTU's of heat, (c) do not increase floor space, and (d) do not add transmission cables, over what ***CLEC Acronym TXT*** requested in its original application. The requirements of a minor augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for additional DS0, DS1, and DS3 facility terminations to access Verizon's unbundled network elements are included as minor augments, providing no additional transmission cables are required.

Minor augments that require an augment fee are those requests that require Verizon to perform a service or function on behalf of ***CLEC Acronym TXT*** including but not limited to: installation of virtual equipment cards or software upgrades, removal of virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

Minor augments that do not require a fee are those augments performed solely by ***CLEC Acronym TXT***, that do not require Verizon to provide a service or function on behalf of ***CLEC Acronym TXT***, including but not limited to, requests to install additional equipment in ***CLEC Acronym TXT*** Collocation space. Prior to the installation of the additional equipment, ***CLEC Acronym TXT*** agrees to provide Verizon an application form with an updated equipment listing that includes the new equipment to be installed in ***CLEC Acronym TXT***'s Collocation arrangement. Once the equipment list is

submitted to Verizon, ***CLEC Acronym TXT*** may proceed with the augment. ***CLEC Acronym TXT*** agrees that changes in equipment provided by ***CLEC Acronym TXT*** under this provision will not exceed the engineering specifications for power and HVAC as requested on original application. All augments will be subject to Verizon inspection, in accordance with term of this contract for the purpose of ensuring compliance with Verizon safety standards.

1.2.6 Expansion. Verizon will not be required to construct additional space to provide for ***CLEC Acronym TXT*** Collocation when available space has been exhausted. Where ***CLEC Acronym TXT*** seeks to expand its existing Collocation space, Verizon shall make contiguous space available to the extent possible; provided, however, Verizon does not guarantee contiguous space to ***CLEC Acronym TXT*** to expand its existing Collocation space. ***CLEC Acronym TXT*** requests for expansion of existing space within a specific Verizon premise will require the submission of an application form and the appropriate major augment fee.

1.2.7 Relocation. ***CLEC Acronym TXT*** requests for relocation of the termination equipment from one location to a different location within the same Verizon premise will be handled on an ICB basis. ***CLEC Acronym TXT*** will be responsible for all costs associated with the relocation of its equipment.

1.3 Installation and Operation.

1.3.1 Joint Planning and Implementation Levels for Physical Collocation. Verizon and ***CLEC Acronym TXT*** shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (caged and cageless) Collocation arrangement implementation interval is seventy-six (76) Business Days for all standard arrangement requests which were properly forecast six (6) months prior to the application date, subject to the conditions set forth for forecasting and capacity. Major construction obstacles or special ***CLEC Acronym TXT*** requirements may extend the interval by fifteen (15) Business Days, resulting in a ninety-one (91)-Business Day interval.

1.3.1.1 The interval for Collocation augments which were properly forecast six months prior to the application date, subject to Section 1.3.1.4 as well as the conditions for forecasting and capacity, is forty-five (45) Business Days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:

1.3.1.1.1 800 2 wire voice grade terminations, or

1.3.1.1.2 400 4 wire voice grade terminations, or

1.3.1.1.3 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where ***CLEC Acronym TXT*** is eligible for line sharing/line splitting, or

- 1.3.1.1.4 28 DS1 terminations, or
 - 1.3.1.1.5 24 DS3 terminations, or
 - 1.3.1.1.6 12 fiber terminations, or
 - 1.3.1.1.7 Conversion of 2 wire voice grade to 4 wire (minimum 100 – maximum 800), or
 - 1.3.1.1.8 2 feeds (1A and 1B) DC power fused at 60 amps or less, or
 - 1.3.1.1.9 DC Power as defined in 8 preceding, plus any one (1) additional item as defined in 1 through 7 preceding; or 2 of the following: a) 28 DS1 terminations; b) 3 DS3 terminations; or c) 12 fiber terminations. ***CLEC Acronym TXT*** must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at 85% utilization or above unless ***CLEC Acronym TXT*** can demonstrate to Verizon that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the forty-five (45) Business Day augment interval; or b) other good cause or causes that ***CLEC Acronym TXT*** cross connect capacity may be exceeded by the end of the forty-five (45) Business Day augment interval.
- 1.3.1.2 For 2 wire to 4 wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts.
- 1.3.1.3 The following standard implementation milestones will apply, in Business Days, unless Verizon and ***CLEC Acronym TXT*** jointly decide otherwise:
- 1.3.1.3.1 Day 1—***CLEC Acronym TXT*** submits completed application and associated fee.
 - 1.3.1.3.2 Day 8—Verizon notifies ***CLEC Acronym TXT*** that request can be accommodated and advises of due date.
 - 1.3.1.3.3 Day 17—***CLEC Acronym TXT*** notifies Verizon of its intent to proceed and submits 50% payment.
 - 1.3.1.3.4 Day 30—Material ships and is received at vendor warehouse; ***CLEC Acronym TXT*** provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where ***CLEC Acronym TXT*** is eligible for line sharing/line splitting).
 - 1.3.1.3.5 Day 45—Augment (as defined herein) completes.

- 1.3.1.3.6 Day 76—Verizon and ***CLEC Acronym TXT*** attend Collocation acceptance meeting and Verizon turns over the Collocation arrangement to ***CLEC Acronym TXT***. Day 76 also applies to completion of other augments not defined herein.
- 1.3.1.4 The forty-five (45) Business Day interval is subject to the following requirements:
 - 1.3.1.4.1 Infrastructure to support the requested augment must be in place (e.g., cable racking from common area to distributing frames, relay racks for splitter shelves, frame capacity for termination blocks, cable holes, fuse positions at existing Battery Distribution Fuse Boards (BDFBs).
 - 1.3.1.4.2 The ***CLEC Acronym TXT*** must install sufficient equipment to support requested terminations/facilities.
 - 1.3.1.4.3 In large central offices with complex cable runs (i.e., multiple floors), the Verizon may request to negotiate extensions to the forty-five (45) Business Day interval.
- 1.3.1.5 A preliminary schedule will be developed outlining major milestones. ***CLEC Acronym TXT*** and Verizon control various interim milestones they must complete in order to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone ***CLEC Acronym TXT*** misses (day for day). When Verizon becomes aware of the possibility of vendor delays, Verizon will first contact ***CLEC Acronym TXT*** to attempt to negotiate a new interval. If Verizon and ***CLEC Acronym TXT*** cannot agree, the dispute will be submitted to the Commission for prompt resolution. Verizon and ***CLEC Acronym TXT*** shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. Verizon will permit ***CLEC Acronym TXT*** to schedule one escorted visit to ***CLEC Acronym TXT***'s Collocation space during construction. The applicable labor rates in the Pricing Attachment will be applied for the escorted visit. In the case of extended intervals resulting from within Verizon's control or resulting from vendor delays, and provided the necessary security is in place, Verizon will permit ***CLEC Acronym TXT*** access to the Collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and ***CLEC Acronym TXT***'s work does not impair or interfere with Verizon in completing Verizon's work. Prior to ***CLEC Acronym TXT*** beginning the installation of its equipment, ***CLEC Acronym TXT*** must sign a conditional acceptance of the Collocation arrangement. If ***CLEC Acronym TXT*** elects to accept the space prior to the scheduled completion, occupancy fees shall commence

upon signing a conditional acceptance of the space by ***CLEC Acronym TXT***.

1.3.1.6 Intervals for non-standard arrangements, including adjacent Collocation, shall be mutually agreed upon by ***CLEC Acronym TXT*** and Verizon.

1.3.1.7 Verizon will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on an application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). Verizon will use its best efforts to minimize the additional time required to condition Collocation space, and will inform ***CLEC Acronym TXT*** of the time estimates as soon as possible.

1.3.2 Forecasting and Use of Data.

1.3.2.1 Verizon will request forecasts from ***CLEC Acronym TXT*** on a semi-annual basis, with each forecast covering a two-year period. ***CLEC Acronym TXT*** will be required to update the near-term (6-month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for virtual or physical (caged or cageless) Collocation, square footage required (physical), high-level list of equipment to be installed (virtual), and anticipated splitter arrangements where ***CLEC Acronym TXT*** is eligible for line sharing/line splitting. For augments, ***CLEC Acronym TXT*** may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.

If Verizon has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with ***CLEC Acronym TXT*** to determine the required space to be conditioned. If Verizon commits to condition space based on forecasts and if ***CLEC Acronym TXT*** is assigned space, ***CLEC Acronym TXT*** will give Verizon a non-refundable deposit equal to the application fee. Verizon will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. Verizon will consider forecasts in staffing decisions. Verizon will enter into planning discussions with ***CLEC Acronym TXT*** to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

1.3.2.2 Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. Verizon will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond Verizon's capacity limits, Verizon will negotiate longer intervals as required (and within reason). In general, if forecasts are received less than two (2) months prior to

the application date, the interval start day may be postponed as follows:

- 1.3.2.2.1 No forecast: Interval Start Date commences two (2) months after application receipt date.
- 1.3.2.2.2 Forecast received one (1) month or less prior to application receipt date: Interval Start Date commences two (2) months after application receipt date.
- 1.3.2.2.3 Forecast received greater than one (1) month and less than two (2) months prior to application receipt date: Interval Start Date commences one (1) month after application receipt date.
- 1.3.2.2.4 Forecast received two (2) months or more prior to application receipt date: Interval Start Date commences on the application receipt date.

Any such interval adjustments will be discussed with ***CLEC Acronym TXT*** at the time the application is received.

1.3.3 Collocation Capacity.

1.3.3.1 Verizon's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, Verizon will attempt to smooth the demand via negotiations with the forecasting CLECs. If Verizon and ***CLEC Acronym TXT*** fail to agree to smooth demand, Verizon will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the Commission Staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options.

1.3.3.2 If Verizon augments its workforce based on ***CLEC Acronym TXT*** forecasts and if ***CLEC Acronym TXT*** refuses to smooth demand as described in Section 1.3.3.1, ***CLEC Acronym TXT*** will be held accountable for the accuracy of their forecasts.

1.3.4 Vendor Capacity. Verizon will continuously seek to improve vendor performance for all premises work, including Collocation. Since the vendors require notice in order to meet increases in demand, Verizon will share ***CLEC Acronym TXT*** actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.

1.3.5 Responsibility for Vendor Delays. No party shall be excused from their obligations due to the acts or omissions of a Party's subcontractors, material, person, suppliers or other third persons providing such products or services to such Party unless such acts or omissions are

the product of a Force Majeure Event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or failure to perform.

1.3.6 Space Preparation.

1.3.6.1 Cage Construction. For caged Collocation, ***CLEC Acronym TXT*** may construct the cage with a standard enclosure if they are a Verizon approved contractor or ***CLEC Acronym TXT*** may subcontract this work to a Verizon approved contractor.

1.3.6.2 Site Selection/Power. Verizon shall designate the space within its premise where ***CLEC Acronym TXT*** shall collocate its equipment. Verizon will assign Collocation space to ***CLEC Acronym TXT*** in a just, reasonable, and nondiscriminatory manner. Verizon will allow ***CLEC Acronym TXT*** requesting caged or cageless Collocation to submit space preferences on the Application Form prior to assigning caged and cageless Collocation space to ***CLEC Acronym TXT***. Verizon will assign caged and cageless space in accordance with the following standards: (1) ***CLEC Acronym TXT***'s Collocation costs cannot be materially increased by the assignment; (2) ***CLEC Acronym TXT***'s occupation and use of Verizon's premises cannot be materially delayed by the assignment; (3) The assignment cannot impair the quality of service or impose other limitations on the service ***CLEC Acronym TXT*** wishes to offer; and (4) The assignment cannot reduce unreasonably the total space available for caged and cageless Collocation, or preclude unreasonably, caged and cageless Collocation within Verizon's premises.

Verizon may assign caged and cageless Collocation to space separate from space housing Verizon's equipment, provided that each of the following conditions is met: (1) Either legitimate security concerns, or operational constraints unrelated to Verizon's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (2) Any caged and cageless Collocation space assigned to an affiliate or subsidiary of Verizon is separated from space housing Verizon's equipment; (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space; (4) The cost of the separated space to ***CLEC Acronym TXT*** will not be materially higher than the cost of non-separated space; and (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

Where applicable, Verizon shall provide, at the rates set forth in the Pricing Attachment described in Section 1.5.1, 48V DC power with generator and/or battery back-up, heat, air conditioning and other environmental support to ***CLEC Acronym TXT***'s equipment in the same standards and parameters required for Verizon equipment within that

Verizon premise. ***CLEC Acronym TXT*** may install AC convenience outlets and overhead lighting if ***CLEC Acronym TXT*** is a Verizon approved contractor, or this work may be subcontracted to a Verizon approved contractor.

- 1.3.6.3 DC Power. Verizon will provide DC power to the Collocation arrangement as specified by ***CLEC Acronym TXT*** in its Collocation application. The ***CLEC Acronym TXT*** will specify the load on each feed and the size of the fuse to be placed on each feed. ***CLEC Acronym TXT*** must order a minimum of ten (10) load amps for each caged, cageless, and virtual Collocation arrangement. ***CLEC Acronym TXT*** may order additional DC Power (beyond the minimum) in one (1) amp increments. Charges for DC power will be applied based on the total number of load amps ordered on each feed.

For example, if ***CLEC Acronym TXT*** orders a total of 40 load amps of DC power and an A and B feed, ***CLEC Acronym TXT*** could order 20 load amps on the A feed and 20 load amps on the B feed. Verizon will permit ***CLEC Acronym TXT*** to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, ***CLEC Acronym TXT*** could order that each feed be fused at 50 amps if ***CLEC Acronym TXT*** wants one feed to carry the entire load in the event the other feed fails. Accordingly, ***CLEC Acronym TXT*** will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.

- 1.3.6.4 ***CLEC Acronym TXT*** is responsible for engineering the power consumption in its Collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. Verizon will engineer the power feeds to the Collocation arrangement in accordance with industry standards based upon requirements ordered by ***CLEC Acronym TXT*** in its Collocation application. Any subsequent orders to increase DC power load at a Collocation arrangement must be submitted on a Collocation application.
- 1.3.6.5 Verizon reserves the right to perform random inspections to verify the actual power load being drawn by a Collocation arrangement. At any time, without written notice, Verizon may measure the DC power drawn at an arrangement by monitoring Verizon's power distribution point. In those instances where Verizon needs access to the Collocation arrangement to make these measurements, Verizon will schedule a joint meeting with ***CLEC Acronym TXT***.
- 1.3.6.6 If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.