

ensure compatibility with such services or any services other than those set forth in the Loop descriptions set forth above.

(C) If the Loop is served out of a Central Office that has not been prequalified on a mechanized basis, Cox must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, or BRI ISDN Loop. The manual loop qualification provides information on the loop length (including bridged taps) measured through a mechanized loop test, the presence or absence of load coils and the presence or absence of digital loop carrier. The rates for manual loop qualification are set forth in Exhibit A. In general, VZ-VA will complete a manual loop qualification request within three business days, although VZ-VA may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.

(D) If the mechanized loop qualification database indicates that a Loop does not qualify (*e.g.*, because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Cox may request a manual loop qualification, as described in paragraph C, to determine whether the result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).

(E) If Cox submits a service order for an ADSL, HDSL, or BRI ISDN Loop that has not been prequalified on either a mechanized or manual basis, VZ-VA will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If Cox submits a service order for an ADSL, HDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, VZ-VA will respond back to Cox with a "Nonqualified" indicator.

(F) Where Cox has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service or, if Cox is already aware of the conditioning required (*e.g.*, where Cox has previously requested a manual loop qualification), Cox may submit a service order for a Digital Designed Loop. The Engineering Query provides information on the physical loop length; the number and location of load coils; the length and location of bridge taps; the gauge of the wire, the gauge changes and their associated locations; and the locations of digital loop carrier. VZ-VA will undertake to condition or extend the Loop in accordance with this Section 11.3.8 upon receipt of Cox's valid, accurate and pre-qualified service order for a Digital Designed Loop.

11.3.8.3 Cox acknowledges that Digital Designed Loops are currently being rolled out throughout VZ-VA's service territory, including areas where VZ-VA may not have a retail service that utilizes comparable Loop facilities. As a result, it is possible that provisioning intervals for Digital Designed Loops may not be at optimal levels during the early stages of this roll out. The Parties will make reasonable efforts to

coordinate their respective roles in the early phases of the roll out in order to minimize provisioning problems. In general, where Cox orders a Digital Designed Loop and requests Loop conditioning and/or Loop extensions, an interval of eighteen (18) business days will be required by VZ-VA to complete the Loop analysis and the necessary work involved in conditioning and/or extending the Loop as follows:

(A) Three (3) business days will be required following receipt of Cox's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.

(B) After VZ-VA has analyzed the loop and related plant records and created an Engineering Work Order, VZ-VA perform the Loop conditioning and Loop extension activities requested by Cox. Loop conditioning and Loop extension activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval.

After the engineering, Loop conditioning and Loop extension activities described in this Section 11.3.8.3 have been completed, VZ-VA will provision and install the Digital Designed Loop, subject to VZ-VA's Loop provisioning intervals.

11.3.8.4 If Cox requires a change in scheduling, it must contact VZ-VA to issue a supplement to the original service order. If Cox cancels the request for conditioning after a Loop analysis has been completed but prior to the commencement of Loop conditioning or Loop extension activities, Cox shall compensate VZ-VA for an Engineering Work Order charge as set forth in Exhibit A. If Cox cancels the request for conditioning after the Loop analysis has been completed and after Loop conditioning or Loop extension activities have been started or completed, Cox shall compensate VZ-VA for an Engineering Work Order charge as well as the charges associated with the Loop conditioning and Loop extension activities performed as set forth in Exhibit A.

11.3.9 Loops will be offered on the terms and conditions specified herein and on such other terms in applicable Tariffs that are not inconsistent with the terms and conditions set forth herein. VZ-VA shall make Loops available to Cox at the rates specified in Exhibit A, subject to the provisions of subsection 11.14 below.

11.3.10 VZ-VA will make Analog 2-Wire Loops, BRI ISDN Loops, Analog 4W Loops, and 4-Wire DS-1-compatible Loops available for purchase by Cox at any time after the Effective Date. VZ-VA will make HDSL 4-Wire, HDSL 2-Wire, and ADSL 2-Wire Loops available to Cox upon request and where such facilities are available or can be made available through pair swaps.

11.3.11 Unless otherwise agreed to in writing by VZ-VA, Cox shall use any Loop made available by VZ-VA pursuant to this Agreement only with the specific type of technology for which the type of Loop is intended. VZ-VA expressly reserves the right to terminate Cox's use of any VZ-VA-provided Loop, upon notice to Cox if VZ-VA

determines that Cox is in breach of this subsection 11.3.11, and after Cox has been given reasonable opportunity to correct the problem.

11.3.12 If Cox chooses to deploy Loop technology that is different than the specific types of technologies for which the Loops in Section 11.3.1 through 11.3.8 or those Loops available under applicable Tariffs are intended, Cox may submit a Bona Fide Request in accordance with Exhibit B of this Agreement for an unbundled Loop that is compatible with Cox's loop technology. The Bona Fide Request shall include information relative to applicable industry standards, successful deployments, and evaluations that demonstrate compatibility with other loop technologies.

11.3.13 VZ-VA shall provide nondiscriminatory access to VZ-VA's spectrum management procedures and policies. VZ-VA shall conform to the same procedures, policies and guidelines that apply to Cox, and shall not introduce services that significantly degrade services provided to Cox's Customers, provided that Cox is in compliance with the provisions of this Section 11. VZ-VA is not responsible for any degradation of the services provided to Cox's Customers that is caused by any other carrier.

11.3.14 Sub-Loop

11.3.14.1 Subject to the conditions set forth in Section 11 of this Agreement and upon request, VZ-VA shall provide Cox with unbundled access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.3.14 and the rates set forth in Exhibit A. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in VZ-VA's network between a VZ-VA feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Agreement, VZ-VA shall provide Cox with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

11.3.14.2 Cox may request that VZ-VA reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide Cox with access to a drop and NID that, at the time of Cox's request, VZ-VA is using to provide service to a Customer.

11.3.14.3 Cox may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if Cox is collocated at a remote terminal and the FDI for such Sub-Loop is located in such terminal, from the collocation arrangement of Cox at such terminal. To obtain access to a Sub-Loop, Cox shall install a COPIC on an easement or Right of Way obtained by Cox within 100 feet of the VZ-VA FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable VZ-VA easements, VZ-VA shall furnish and place an interconnecting cable between a VZ-VA FDI and a Cox

COPIC and VZ-VA shall install a termination block within such COPIC. VZ-VA shall retain title to and maintain the interconnecting cable. VZ-VA shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by Cox for any electronics in the COPIC. Cox shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a VZ-VA easement.

11.3.14.4 Cox may request from VZ-VA by submitting a loop make-up engineering query to VZ-VA, and VZ-VA shall provide to Cox, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridge tap, the amount of bridge tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

11.3.14.5 To order access to a Sub-Loop, Cox must first request that VZ-VA connect the VZ-VA FDI to which the Sub-Loop is connected to a Cox COPIC. To make such a request, Cox must submit to VZ-VA an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which Cox wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of Cox's demand for access to Sub-Loops at the requested FDI. Cox must submit the application fee set forth in Exhibit A attached hereto (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. Cox must submit Sub-Loop Interconnection Applications to:

USLA Project Manager

[ADDRESS, INCLUDING FAX AND E-MAIL, TO BE PROVIDED BY VZ-VA]

11.3.14.6 Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, VZ-VA shall provide to Cox a work order that describes the work that VZ-VA must perform to provide such access (a "Sub-Loop Work Order") and a statement of the cost of such work (a "Sub-Loop Interconnection Cost Statement").

11.3.14.7 Cox shall pay to VZ-VA fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of Cox's receipt of such statement and the associated Sub-Loop Work Order, and VZ-VA shall not be obligated to perform any of the work set forth in such order until VZ-VA has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if Cox breaches its payment obligation under this Section 11.3.14.7. Upon VZ-VA's completion of the work that VZ-VA must perform to provide Cox with access to a Sub-Loop, VZ-VA shall bill Cox, and Cox shall pay to VZ-VA, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

11.3.14.8 After VZ-VA has completed the installation of the

interconnecting cable to a Cox COPIC and Cox has paid the full cost of such installation, Cox can request the cross connection of VZ-VA Sub-Loops to the Cox COPIC. At the same time, Cox shall advise VZ-VA of the services that Cox plans to provide over the Sub-Loop and request any conditioning of the Sub-Loop. Cox shall run any crosswires within the COPIC and Cox will have assignment responsibility for the pairs in the interconnecting cable.

11.3.14.9 If Cox requests that VZ-VA reactivate an unused drop and NID, then Cox shall provide dial tone (or its DSL equivalent) on the Cox side of the applicable VZ-VA FDI at least twenty four (24) hours before the due date. On the due date, a VZ-VA technician will run the appropriate cross connection to connect the VZ-VA Sub-Loop to the Cox dial tone or equivalent from the COPIC. If Cox requests that VZ-VA install a new drop and NID, then Cox shall provide dial tone (or its DSL equivalent) on the Cox side of the applicable VZ-VA FDI at least twenty four (24) hours before the due date. On the due date, a VZ-VA technician shall run the appropriate cross connection of the facilities being reused at the VZ-VA FDI and shall install a new drop and NID. If Cox requests that VZ-VA provide Cox with access to a Sub-Loop that, at the time of Cox's request, VZ-VA is using to provide service to a Customer, then, after Cox has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a VZ-VA technician shall crosswire the dial tone from the VZ-VA central office through the VZ-VA side of the COPIC and back out again to the VZ-VA FDI and VZ-VA Sub-Loop using the "loop through" approach. On the due date, Cox shall disconnect VZ-VA's dial tone, crosswire its dial tone to the Sub-Loop and submit Cox's long-term number portability request.

11.3.14.10 VZ-VA shall not provide access to a Sub-Loop if VZ-VA is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the VZ-VA-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

11.3.14.11 VZ-VA shall provide Cox with access to a Sub-Loop in accordance with negotiated intervals.

11.3.14.12 VZ-VA shall repair and maintain a Sub-Loop at the request of Cox and subject to the rates set forth in Exhibit A. Cox accepts responsibility for initial trouble isolation for Sub-Loops and providing VZ-VA with appropriate dispatch information based on its test results. If (a) Cox reports to VZ-VA a Customer trouble, (b) Cox requests a dispatch, (c) VZ-VA dispatches a technician, and (d) such trouble was not caused by VZ-VA Sub-Loop facilities or equipment in whole or in part, then Cox shall pay VZ-VA the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Cox is not available at the appointed time. If as the result of Cox instructions, VZ-VA is erroneously requested to dispatch to a site on VZ-VA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Cox by VZ-VA. If as the result of Cox instructions,

VZ-VA is erroneously requested to dispatch to a site outside of VZ-VA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Cox by VZ-VA.

11.3.15 House and Riser Cable

11.3.15.1 Subject to the conditions set forth in Section 11 of this Agreement and upon request, VZ-VA shall provide to Cox access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.3.15 and the rates set forth in Exhibit A. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in VZ-VA's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the Rate Demarcation Point for such facility (or network interface device ("NID") if the NID is located at such Rate Demarcation Point). VZ-VA shall provide access to a House and Riser Cable only if VZ-VA owns, operates, maintains and controls such facility and only where such facility is available. VZ-VA shall not reserve a House and Riser Cable for Cox. Cox may access a House and Riser Cable only at the MPOE for such cable. Notwithstanding anything else set forth in this Agreement, VZ-VA shall provide Cox with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

11.3.15.2 Cox must satisfy the following conditions before ordering access to a House and Riser Cable from VZ-VA:

(i) Cox shall locate its compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.

(ii) If suitable space is available, Cox shall install its terminal block no closer than fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.

(iii) Cox's terminal block or equipment cannot be attached, otherwise affixed or adjacent to VZ-VA's facilities or equipment, cannot pass through or otherwise penetrate VZ-VA's facilities or equipment and cannot be installed so that Cox's terminal block or equipment is located in a space where VZ-VA plans to locate its facilities or equipment.

(iv) Cox shall identify its terminal block and equipment as a Cox facility.

11.3.15.3 To provide Cox with access to a House and Riser Cable, VZ-VA shall not be obligated to (a) move any VZ-VA equipment, (b) secure any Right of Way for Cox, (c) secure space for Cox in any building, (d) secure access to any portion of a building for Cox or (e) reserve space in any building for Cox.

11.3.15.4 Cox must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from VZ-VA access to a House and Riser Cable. VZ-VA shall perform cutover of a Customer to Cox service by means of a House and Riser Cable subject to a negotiated interval. VZ-VA shall install a jumper cable to connect the appropriate VZ-VA House and Riser Cable pair to Cox's termination block, and VZ-VA shall determine how to perform such installation. Cox shall coordinate with VZ-VA to ensure that House and Riser Cable facilities are converted to Cox in accordance with Cox's order for such conversion.

11.3.15.5 If a Cox compatible connecting block or spare termination on Cox's connecting block is not available at the time of installation, VZ-VA shall bill Cox, and Cox shall pay to VZ-VA, the Not Ready Charge set forth in Exhibit A and the Parties shall establish a new cutover date. VZ-VA may install a new House and Riser Cable subject to the Special Construction charges set forth in Exhibit A.

11.3.15.6 VZ-VA shall perform all installation work on VZ-VA equipment. All Cox equipment connected to a House and Riser Cable shall comply with applicable industry standards.

11.3.15.7 Cox shall be solely responsible for investigating and determining the source of all trouble reports by Cox's Customers. VZ-VA shall repair a trouble when the cause of the trouble is a VZ-VA House and Riser Cable. If (a) Cox reports to VZ-VA a Customer trouble, (b) Cox requests a dispatch, (c) VZ-VA dispatches a technician, and (d) such trouble was not caused by a VZ-VA House and Riser Cable in whole or in part, then Cox shall pay VZ-VA the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Cox is not available at the appointed time. If as the result of Cox instructions, VZ-VA is erroneously requested to dispatch to a site on VZ-VA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Cox by VZ-VA. If as the result of Cox instructions, VZ-VA is erroneously requested to dispatch to a site outside of VZ-VA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Cox by VZ-VA.

11.3.15.8 VZ-VA shall advise Cox, upon request and subject to the House and Riser Asset Inquiry Charge set forth in Exhibit A, whether or not VZ-VA owns House and Riser Cable at a specified address. VZ-VA shall make reasonable efforts to respond to such inquiries within five (5) business days, subject to, among other things, service conditions at the office responding to the inquiry, the number of requests submitted on any given day and the possibility that a site visit may be required to respond to the inquiry. VZ-VA shall make publicly available a list of locations where it has sold, no longer owns and, therefore, cannot provide access to House and Riser Cables.

11.3.16 Dark Fiber

11.3.16.1 Notwithstanding anything set forth in this Agreement, subject to the conditions set forth in Section 11.9 and upon request, VZ-VA shall provide to Cox access to Dark Fiber Loops (as such term is hereinafter defined) and to Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.3.16 and the rates set forth in Exhibit A. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a VZ-VA fiber optic cable sheath between a VZ-VA end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two VZ-VA central offices or (b) a VZ-VA central office and a Cox central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. When Cox submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when VZ-VA installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Agreement, VZ-VA shall provide Cox with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

11.3.16.2 Cox may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and Cox may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. Cox may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Upon Cox's request, Verizon will connect a Dark Fiber Loop to a Cox collocation arrangement in the VZ-VA end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. VZ-VA shall connect a Dark Fiber Loop to the POT bay of a Cox collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by VZ-VA, and VZ-VA shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.

(ii) Upon Cox's request, VZ-VA will connect a Dark Fiber IOF between two VZ-VA central offices to Cox collocation arrangements in those offices and will connect a Dark Fiber IOF between a VZ-VA central office and a Cox central office to a Cox collocation arrangement in the VZ-VA central office and to the fiber distribution frame in the Cox central office. VZ-VA shall connect a Dark Fiber IOF to the POT bay of a Cox collocation arrangement and to the fiber distribution frame in a Cox central office by installing appropriate cross connections.

VZ-VA shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.

11.3.16.3 VZ-VA shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and VZ-VA shall not be obligated to construct new or additional facilities or create splice points to provide Cox with access to Dark Fiber Loops or Dark Fiber IOF. VZ-VA shall not reserve Dark Fiber Loops or Dark Fiber IOF for Cox, and VZ-VA shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. VZ-VA may reserve Dark Fiber Loops and Dark Fiber IOF for maintenance purposes, to satisfy Customer orders for fiber related services or for future growth. VZ-VA reserves, and VZ-VA's execution and delivery of this Agreement shall not waive, VZ-VA's right to claim before the Commission that VZ-VA should not have to fulfill a Cox order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a VZ-VA obligation to serve as a carrier of last resort.

11.3.16.4 Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, Cox shall make a request to VZ-VA that VZ-VA review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are available between those locations (such a request, a "Dark Fiber Inquiry Request"). If spare facilities are available, VZ-VA shall notify Cox and provide Cox with an estimate of the mileage of those facilities. Cox cannot order access to spare facilities until VZ-VA has notified Cox that the facilities are available, and VZ-VA does not guarantee or warrant that the facilities will be available when Cox submits an order to VZ-VA for access to the facilities. When it submits an order to VZ-VA for access to spare facilities that VZ-VA has previously notified Cox are available, Cox assumes all risk that those facilities will no longer be available.

11.3.16.5 Upon request, and subject to time and material charges to be quoted by VZ-VA, VZ-VA shall provide to Cox the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing VZ-VA fiber cable sheaths. VZ-VA shall provide such maps to Cox subject to the agreement of Cox, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. Cox acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. VZ-VA shall provide fiber layout maps to Cox subject to a negotiated interval.

(ii) A field survey that shows the availability of dark fiber pairs between two VZ-VA central offices, a VZ-VA central office and a Cox central office or a VZ-VA end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by VZ-VA for emergency restoration activity and tests the transmission characteristics of VZ-VA dark fiber pairs. If a field

survey shows that a dark fiber pair is available and Cox submits an order for access to such pair, VZ-VA does not guarantee or warrant that the pair will be available when VZ-VA receives such order, and Cox assumes all risk that the pair will not be available. VZ-VA shall perform a field survey subject to a negotiated interval. If Cox submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Cox assumes all risk that the pair will not be compatible with Cox's equipment, including, but not limited to, order cancellation charges.

11.3.16.6 Cox shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the requirements of Cox; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting Cox's collocation arrangements with any proper cross connects or other equipment that Cox needs to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access.

11.3.16.7 Cox acknowledges that VZ-VA may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after Cox has obtained access to such dark fiber, and Cox assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. VZ-VA shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. VZ-VA cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

11.3.16.8 VZ-VA shall provide Cox with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:

Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if VZ-VA receives ten (10) such requests for one LATA;

Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF.

11.3.16.9 VZ-VA shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After Cox has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, VZ-VA may, at Cox's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

- (ii) Clean connectors to remove non-imbedded contaminants.

Notwithstanding the foregoing, VZ-VA shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of Cox for such dark fiber.

11.3.16.10 VZ-VA shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of Cox and subject to the time and material rates set forth in Exhibit A but VZ-VA shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by Cox over such dark fiber, any equipment of Cox or anything other than the physical integrity of such dark fiber. Cox shall cooperate with any VZ-VA effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. Cox acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by VZ-VA may affect the transmission characteristics of such dark fiber. Cox accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing VZ-VA with appropriate dispatch information based on its test results. If (a) Cox reports to VZ-VA a Customer trouble, (b) Cox requests a dispatch, (c) VZ-VA dispatches a technician, and (d) such trouble was not caused by VZ-VA dark fiber facilities or equipment in whole or in part, then Cox shall pay VZ-VA the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Cox is not available at the appointed time. If as the result of Cox instructions, VZ-VA is erroneously requested to dispatch to a site on VZ-VA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Cox by VZ-VA. If as the result of Cox instructions, VZ-VA is erroneously requested to dispatch to a site outside of VZ-VA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Cox by VZ-VA.

11.3.16.11 The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.

11.4 Network Interface Device

Subject to Section 11.1 and at the request of Cox, VZ-VA shall permit Cox to connect Cox's loop to the deregulated inside wire of a Customer's premises through the purchase and use of VZ-VA's NID in the manner set forth in Schedule 11.4.

11.5 Unbundled Switching Elements

Subject to Section 11.1, VZ-VA shall make available to Cox the local Switching Element and tandem Switching Element unbundled from transport, local Loop

transmission, or other services in accordance with Applicable Law and as more fully described in Schedule 11.5.

11.6 Interoffice Transmission Facilities

Subject to Section 11.1, VZ-VA shall provide Cox with dedicated local transport, common local transport in conjunction with unbundled local switching, unbundled interoffice transmission facilities, and other services in accordance with Exhibit A. To the extent Cox purchases unbundled shared transport, Cox shall also be required to purchase unbundled local switching in conjunction with such unbundled shared transport. Interoffice Transmission Facilities include:

11.6.1.1 Dedicated transport, defined as VZ-VA transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by VZ-VA or requesting telecommunications carriers, or between switch locations owned by VZ-VA or requesting telecommunications carriers;

11.6.1.2 Dark fiber transport, defined as incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics;

11.6.1.3 Shared transport, defined as transmission facilities shared by more than one carrier, including VZ-VA, between End Office Switches, between End Office Switches and Tandem Switches, and between Tandem Switches, in VZ-VA's network.

11.6.2 To the extent required by Applicable Law, VZ-VA shall:

11.6.2.1 Provide Cox exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or use the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier.

11.6.2.2 Provide all technically feasible transmission facilities, features, functions and capabilities that Cox could use to provide Telecommunications Services;

11.6.2.3 Permit, to the extent technically feasible, Cox to connect equipment designated by Cox, including but not limited to, Cox's collocated facilities. If Cox desires to connect interoffice facilities to equipment that is not collocated, Cox shall make a Network Element Bona Fide Request to VZ-VA.

11.6.2.4 Permit, to the extent technically feasible, Cox to obtain the functionality provided by VZ-VA's digital cross-connect systems in the same manner that VZ-VA provides such functionality to interexchange carriers.

11.7 Operations Support Systems

Subject to Section 11.1, VZ-VA shall provide Cox with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with the provisions of Schedule 11.7 as soon as practicable or as required by Applicable Law. Where electronic interfaces are available, Cox shall use such electronic interfaces for access to pre-ordering, ordering, provisioning, maintenance and repair, and billing.

11.8 Signaling Networks and Call-Related Databases

11.8.1 To the extent required by Applicable Law, VZ-VA shall provide nondiscriminatory access to signaling networks, call-related databases, and service management systems, if any, on an unbundled basis to Cox for the provision of a telecommunications service. Signaling networks include, but are not limited to, signaling links and signaling transfer points.

11.8.2 Where Cox purchases unbundled switching capability from VZ-VA, VZ-VA shall provide access from that switch in the same manner in which it obtains such access itself.

11.8.3 VZ-VA shall provide Cox with access to the VZ-VA signaling network for each of Cox's switches. This connection shall be made in the same manner as VZ-VA connects one of its own switches to a signaling transfer point.

11.8.4 Call-related databases are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service.

11.8.5 For purposes of switch query and database response through a signaling network, VZ-VA shall provide access to its call-related databases, including but not limited to, the Calling Name Database, Line Information Database, Toll Free Calling Database, Advanced Intelligent Network Databases, and downstream number portability databases by means of access at the signaling transfer point linked to the unbundled databases.

11.8.6 Notwithstanding VZ-VA's general duty to unbundle call-related databases, VZ-VA shall not be required to unbundle the services created in the AIN platform and architecture that qualify for proprietary treatment. VZ-VA shall not provide Cox, and Cox shall not request from VZ-VA, access to a proprietary advanced intelligent network service.

11.8.7 VZ-VA shall allow Cox, where Cox has purchased VZ-VA's local switching capability, to use VZ-VA's service control point in the same manner, and via the same signaling links, as VZ-VA itself.

11.8.8 VZ-VA shall allow Cox, where Cox has deployed its own switch, and has linked that switch to VZ-VA's signaling system, to gain access to VZ-VA's service control point in a manner that allows Cox to provide any call-related database-supported services to Customers served by Cox's switch.

11.8.9 VZ-VA shall provide Cox with access to call-related databases in a manner that complies with Section 222 of the Act.

11.8.10 VZ-VA shall provide Cox with the information necessary to enter correctly, or format for entry, the information relevant for input into VZ-VA's service management system.

11.8.11 VZ-VA shall provide Cox the same access to design, create, test, and deploy Advanced Intelligent Network-based services at the service management system, through a service creation environment, in the same manner that VZ-VA provides to itself.

11.8.11.1 SCE Training. If Cox chooses to utilize Verizon's AIN service creation environment (SCE) to design, develop, test, and deploy AIN based services, Cox's authorized SCE users shall obtain training from Verizon's authorized AIN training vendor (Telcordia) prior to using the SCE. Training expense shall be the sole responsibility of Cox. Scheduling, applicable charges, and billing for the classes shall be the responsibility solely of Cox and Verizon's training vendor.

11.8.11.2: Use of AIN Switch Triggers. VZ-VA reserves the right to ensure the integrity of its network by limiting or denying access to certain triggers that could permit messages to be generated having an adverse impact upon another carrier's subscriber on an unbundled line port of a VZ-VA SSP. To the extent network capabilities are available:

- a) AIN subscriber-based triggers will be provided;
- b) AIN Group-based triggers will be provided;
- c) AIN Office-based (ten digit triggers) will be provided to Cox upon Cox's demonstration of subscriber responsibility (customer ownership) for that ten digit number requested; and
- d) AIN Office-based, Specific Digit String Trigger (three through nine digit triggers) will be explored on an individual case basis. However, due to LNP potential to extract one CLEC subscriber's number from within a group of another CLEC's block of numbers, VZ-VA cannot ensure the propriety of an individual CLEC's customer data. Therefore, as a general policy, three through nine digit AIN Office-based triggers will not be made available until technology allows partitioning of these Office-

based triggers.

11.8.11.3 AIN Service Certification and Testing. In the case where Cox chooses to provide AIN based service to its customers, prior to deployment, such services shall be subject to a certification and testing process in accordance with the procedures and guidelines VZ-VA uses for its own database applications, as set forth in VZ-VA's Advanced Intelligent Network Service Creation User Guide and appendices as amended from time to time. Cox shall pay the Verizon charges for such certification and testing as found in Exhibit A.

11.8.12 VZ-VA shall provide Cox access to Service Management Systems in a manner that complies with section 222 of the Act.

11.9 Limitations on Unbundled Access

11.9.1 Cox shall access VZ-VA's unbundled Network Elements via Collocation in accordance with Section 13 at the VZ-VA Wire Center, where those elements exist or other mutually agreed upon means of Interconnection, and each Loop or Port shall, in the case of Collocation, be delivered to Cox's Collocation by means of a Cross Connection.

11.9.2 VZ-VA shall provide Cox access to its Loops at each of VZ-VA's Wire Centers for Loops terminating in that Wire Center. In addition, if Cox requests one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, VZ-VA shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no additional charge to Cox. If, however, no spare physical Loop is available, VZ-VA shall within three (3) business days of Cox's request notify Cox of the lack of available facilities. Cox may then at its discretion make a Network Element Bona Fide Request to VZ-VA to provide the Loop through the demultiplexing of the integrated digitized Loop(s). Cox may also make a Network Element Bona Fide Request for access to Loops at the Loop concentration site point. Alternatively, Cox may choose to avail itself of VZ-VA's Special Construction services, as set forth in Exhibit A, for the provisioning of such Loop(s). Notwithstanding anything to the contrary in this Agreement, VZ-VA's standard provisioning intervals shall not apply to Loops provided under this subsection 11.9.2.

11.9.3 If Cox orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics in applicable technical references, Cox may request VZ-VA to provide distance extensions on such Loops. VZ-VA will comply with such requests unless the requested extensions are incompatible with the services Cox wishes to provide, or cause degradation of service in VZ-VA's network. The rates and charges for such loop extensions shall be as set forth in Exhibit A, in VZ-VA's applicable Tariffs if there is no rate in Exhibit A, or in the absence of either, at a rate to be agreed upon between the Parties.

11.9.4 VZ-VA will exercise commercially reasonable efforts to ensure that the service intervals that apply to Loops and unbundled Ports are comparable to the (a) repair intervals that apply to the bundled dial tone line service, and (b) installation intervals that apply to other VZ-VA-coordinated services, except as provided in Section 26. Although VZ-VA will make commercially reasonable efforts to ensure that Loops and unbundled ports meet specified or agreed-upon technical standards, VZ-VA makes no warranty that the Loops or unbundled Ports supplied by VZ-VA hereunder will be compatible with the services Cox may offer to its Customers.

11.9.5 Without limiting VZ-VA's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a Network Element or a Combination, if VZ-VA provides a Network Element or Combination to Cox, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines that VZ-VA is not required by Applicable Law to provide such Network Element or Combination, VZ-VA may terminate its provision of such Network Element or Combination to Cox as follows: the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element or Combination. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) releases to the public such final decision, determination or order that VZ-VA is not required to provision a particular Network Element or Combination. The Parties agree to, upon written request, modify by amendment the terms of the Agreement to reflect the discontinuation of such Network Element or Combination. If VZ-VA terminates its provision of a Network Element or a Combination to Cox pursuant to this Section 11.9.5 and Cox elects to purchase other services offered by VZ-VA in place of such Network Element or Combination, then: (a) VZ-VA shall reasonably cooperate with Cox to coordinate the termination of such Network Element or Combination and the installation of such services to minimize the interruption of service to customers of Cox; and (b) Cox shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

11.10 Availability of Other Network Elements on an Unbundled Basis

11.10.1 VZ-VA shall, upon request of Cox and to the extent required by Applicable Law, provide to Cox access to its Network Elements on an unbundled basis for the provision of Cox's Telecommunications Service. Any request by Cox for access to an VZ-VA Network Element that is not already available and is not specifically required to be offered under regulations or orders of the FCC or the Commission shall be treated as a Network Element Bona Fide Request. Cox shall provide VZ-VA access to its Network Elements as mutually agreed by the Parties or as required by the Commission or FCC.

11.10.2 A Network Element obtained by Cox under this subsection 11.10 may be used only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

11.10.3 Notwithstanding anything to the contrary in this subsection 11.10, VZ-VA shall not be required to provide a proprietary Network Element to the other Party under this subsection 11.10 except as required by Applicable Law.

11.10.4 VZ-VA will notify Cox of the availability of new unbundled Network Elements.

11.11 Conversion of Live Telephone Exchange Service to Analog 2W Loops

The following coordination procedures shall apply to “live” cutovers of VZ-VA Customers who are converting their Telephone Exchange Services to Cox Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops (“Analog 2W Loop’s”) to be provided by VZ-VA to Cox.

11.11.1 Subject to approval by the Commission, coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If Cox does not request a coordinated cutover, VZ-VA will process Cox’s order as a new installation subject to applicable standard provisioning intervals.

11.11.2 Cox shall request Analog 2W Loops for coordinated cutover from VZ-VA by delivering to VZ-VA a valid electronic Local Service Request (“LSR”). VZ-VA agrees to accept from Cox the date and time for the conversion designated on the LSR (“Scheduled Conversion Time”), provided that such designation is within the regularly scheduled operating hours of the VZ-VA Regional CLEC Control Center (“RCCC”) and subject to the availability of VZ-VA’s work force. In the event that VZ-VA’s work force is not available, Cox and VZ-VA shall mutually agree on a New Conversion Time, as defined below. Cox shall designate the Scheduled Conversion Time subject to VZ-VA standard provisioning intervals as stated in the VZ-VA CLEC Handbook, as may be revised from time to time. Within two (2) business days of VZ-VA’s receipt of such valid LSR, or as otherwise required by Applicable Law, VZ-VA shall provide Cox the firm order commitment (“FOC”) date by which the Analog 2W Loops covered by such LSR will be converted.

11.11.3 Cox shall provide dial tone at the Cox Collocation site at the time specified in the hot cut process developed by VZ-VA in cooperation with the Commission and the industry. In the absence of any such process, by 7:00 AM of the business day preceding the day of the Scheduled Conversion Time.

11.11.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the “New Conversion Time”); provided, however, that each Party shall

use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

11.11.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

(i) If VZ-VA requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from Cox; and

(ii) If Cox requests to reschedule outside the one (1) hour time frame above, Cox shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

11.11.5 If Cox is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If VZ-VA is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, VZ-VA and Cox will reschedule and, upon request from Cox, VZ-VA will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

11.11.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Cox is fifteen (15) minutes per Analog 2W Loops for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

11.11.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

11.11.8 If Cox requires Analog 2W Loops conversions outside of the regularly scheduled VZ-VA RCCC operating hours, such conversions shall be separately negotiated. Additional charges (*e.g.* overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

11.12 Maintenance of Loops

If (a) Cox reports to VZ-VA a Customer trouble, (b) Cox requests a dispatch, (c) VZ-VA dispatches a technician, and (d) such trouble was not caused by VZ-VA's

facilities or equipment, then Cox shall pay VZ-VA the applicable Tariff rate for said dispatch. In addition, this charge also applies in situations when the Customer contact as designated by Cox is not available at the appointed time. Cox accepts responsibility for initial trouble isolation and providing VZ-VA with appropriate dispatch information based on its test results. If, as the result of Cox instructions, VZ-VA is erroneously requested to dispatch to the Central Office, VZ-VA may levy on Cox an appropriate charge. However, if VZ-VA imposes any charge on Cox under this subsection 11.12 and the same trouble recurs and the cause in both instances is determined to be in VZ-VA's facilities, then VZ-VA shall refund to Cox all charges applicable to that trouble that were erroneously levied on and paid by Cox to VZ-VA plus interest at the rate applicable to refunds of overpayments pursuant to VZ-VA's Tariffs.

11.13 Combinations of Network Elements

11.13.1 VZ-VA shall be obligated to provide a combination of Network Elements ("Combination") under this Agreement only to the extent provision of such Combination is required by Applicable Law. To the extent VZ-VA is required by Applicable Law to provide a Combination of Network Elements to Cox, the terms, conditions and prices for the Combination of (including, but not limited to, the non-recurring charge to compensate VZ-VA for the Combination, terms and conditions defining the Combination and stating when and where the Combination will be available and how it may be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be as provided in VZ-VA's applicable Tariff. In the absence of an applicable Tariff, prior to provision of such Combination, the Parties will negotiate in good faith and include in this Agreement such terms, conditions, and prices.

11.13.2.1 Subject to Applicable Law, Cox may order and VZ-VA shall provide the 'UNE Platform' Combination (e.g., an existing combination of unbundled loop, unbundled local switching, unbundled shared transport) and any additional Combination provided by VZ-VA pursuant to the Bona Fide Request process. Such Combination may thereafter be identified and described by Cox so that it can be ordered and provisioned as a Combination and shall not require the enumeration of each Network Element within that Combination on each provisioning order; provided that in each case Cox shall specify on each order the type of service to be provided as well as any necessary engineering and routing characteristics (e.g., redundancy requirements and data transfer rates) Cox requests for such Combination.

11.13.2.2 Cox may order from VZ-VA multiple Combinations on a single order without the need to have Cox send an order for each such Combination if such Network Elements are (i) for a single type of service, (ii) for a single location and (iii) for the same account.

11.13.2.3 When Cox orders Network Elements or Combinations that provide the same functionality as a bundled (resold) service, and which are currently

interconnected and functional and remain interconnected to the same adjacent Network Elements, such Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality. There shall be no charge (e.g., "glue" charge) for such interconnection, except for any applicable service order charge.

11.13.3 To the extent required by Applicable Law, VZ-VA shall provide unbundled Network Elements in a manner that allows Cox to combine such elements in order to provide Telecommunications Service.

11.13.4 Conversion of Special Access to Loop-Transport Combinations

11.13.4.1 The Parties acknowledge that special access services are ordinarily provided through a combination of channel terminations and dedicated interoffice mileage. Special access services that are eligible for conversion can be converted to a Combination of unbundled Loop and unbundled transport. Verizon will provide loop-transport Combinations to Cox if Cox certifies that the loop-transport Combination will be used to provide a significant amount of local exchange service and if applicable, associated Switched Exchange Access Service. It is presumed that Cox is providing a significant amount of local exchange service if it meets one of the following three circumstances:

a. Cox certifies that it is the exclusive provider of a Customer's local exchange service. The loop-transport Combinations must terminate at Cox's Collocation arrangement in at least one Verizon Central Office. This option does not allow loop-transport Combinations to be connected to Verizon's tariffed services. Under this option, Cox is the Customer's only local service provider.

b. Cox certifies that it provides local exchange and Exchange Access service to the Customer's premises and handles at least one third of the Customer's local traffic measured as a percent of total Customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. The loop-transport Combination must terminate at Cox's Collocation arrangement in at least one Verizon Central Office. This option does not allow loop-transport Combinations to be connected to Verizon's tariffed services.

c. Cox certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each

of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport Combinations to be connected to Verizon's tariffed services. Under this option only, Collocation is not required.

11.13.4.2 The physical facilities used to provide a special access service to a COX must be the same facilities that will provide a loop-transport Combination requested by Cox, and Verizon will not rearrange such facilities in connection with a conversion.

11.13.4.3 Verizon has the right to audit to confirm Cox's compliance with the local usage requirements. Verizon will hire and pay for an independent auditor to perform the audit, using the records that Cox keeps in the normal course of business, and Cox will reimburse Verizon if the audit uncovers noncompliance with the local usage options. Such an audit by VZ-VA will only be undertaken when VZ-VA has a specific concern, which is communicated to Cox, that Cox has not met the above criteria for providing a significant amount of local exchange service. Verizon will provide at least 30 days' written notice to COX that has purchased a combination of unbundled loop and transport network elements that it will conduct an audit. Verizon will not conduct more than one audit of Cox in any calendar year unless the audit finds noncompliance.

11.14 UNE Rates

VZ-VA shall charge, and Cox shall pay, the non-recurring and monthly recurring rates for Network Elements set forth in Exhibit A. If the Commission adopts permanent rates consistent with the requirements of the FCC Regulations (to the extent it has not already done so), then such permanent rates shall be applied in the manner described in Exhibit A and Section 20.1.2 below. Notwithstanding anything else set forth in this Agreement and subject to the conditions set forth in Section 11.9:

11.14.1 VZ-VA shall provide access to 4-Wire 56 kbps Loops, DS-3 Loops, NIDs Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to 4-Wire 56 kbps Loops, DS-3 Loops, NIDs Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the "Rates" and, individually, a "Rate"). Cox acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that VZ-VA is developing the Rates and VZ-VA has not finished developing the Rates as of the Effective Date. When VZ-VA finishes developing a Rate, VZ-VA shall notify Cox in writing of such proposed Rate in accordance with, and subject to, the notices provision of this Agreement. Such notice by VZ-VA shall be understood by the Parties to be a request to negotiate in good faith an amendment to the Interconnection Agreement so that Exhibit A includes such Rate. Upon execution of such amendment and thereafter, VZ-VA shall bill Cox, and Cox shall pay to VZ-VA, for services provided under this Agreement on the Effective Date and thereafter in accordance with such Rate, subject to Section 11.14.2 of this Agreement.

11.14.2 The Parties shall cooperate to true up amounts billed by VZ-VA to Cox and paid by Cox to VZ-VA based on an interim Rate for a 4-Wire 56 kbps Loop, a DS-3 Loop, a NID, a Combination, a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable if the Commission alters, amends or modifies such Rate and then, as altered, amended or modified, approves or makes effective such Rate as a permanent and final Rate in a final order and such order is not appealed or otherwise challenged.

12.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1)

12.1 Availability of Retail Rates for Resale

VZ-VA shall make available to Cox for resale all Telecommunications Services as described in Section 251(c)(4) of the Act, pursuant to the rates, terms and conditions of VZ-VA's applicable Tariffs, as may be amended from time to time. Cox shall make available to VZ-VA for resale all of its Telecommunications Services, and shall not impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services according to Section 251(b)(1) of the Act.

12.2 Availability of Wholesale Rates for Resale

VZ-VA shall make available to Cox for resale all Telecommunications Services that VZ-VA provides at retail to Customers that are not Telecommunications Carriers at the retail prices set forth in VZ-VA's Tariffs less the wholesale discount set forth in Exhibit A in accordance with Section 251(c)(4) of the Act. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s).

12.3 Availability of Support Services and Branding for Resale

VZ-VA shall make available to Cox the various support services for resale described in Schedule 11.7 hereto in accordance with the terms set forth therein. In addition, to the extent required by Applicable Law, upon request by Cox and at prices, terms and conditions to be negotiated by Cox and VZ-VA, VZ-VA shall provide VZ-VA Retail Telecommunications Services (as defined in Schedule 11.7) that are identified by Cox's trade name, or that are not identified by trade name, trademark or service mark.

12.4 Additional Terms Governing Resale and Use of VZ-VA Services

12.4.1 Cox shall comply with the provisions of this Agreement (including, but not limited to, all applicable VZ-VA Tariffs) regarding resale or use of VZ-VA services. In addition, Cox shall undertake in good faith to ensure that its Customers comply with the provisions of VZ-VA's Tariffs applicable to their use of VZ-VA's Telecommunications Services.

12.4.2 Without in any way limiting subsection 12.4.1, Cox shall not resell (a) residential service to business or other nonresidential Customers of Cox, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from VZ-VA, or (c) any other VZ-VA service in violation of any user or user group restriction that may be contained in the VZ-VA Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Laws. In addition, Cox shall be subject to the same limitations that VZ-VA's own retail Customers may be subject to with respect to any Telecommunications Service that VZ-VA discontinues offering.

12.4.3 VZ-VA shall not be obligated to offer to Cox at a wholesale discount Telecommunications Services that VZ-VA offers at a special promotional rate if such promotions are for a duration of ninety (90) days or less.

12.4.4 Cox shall not be eligible to participate in any VZ-VA plan or program under which VZ-VA Customers may obtain products or merchandise, or services which are not VZ-VA Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using VZ-VA Telecommunications Services.

12.4.5 VZ-VA may impose additional restrictions on Cox's resale of VZ-VA's retail Telecommunications Services to the extent permitted by Applicable Laws including, without limitation, user or user group restrictions, as the case may be, subject to the requirement that such restrictions shall in all cases comply with the requirements of Section 251 of the Act and the FCC Regulations regarding restrictions on resale.

13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 To the extent required by Applicable Law, VZ-VA shall provide to Cox both Physical and Virtual Collocation solely for the purpose of facilitating Cox's Interconnection with facilities or services of VZ-VA (pursuant to Section 4) or access to unbundled Network Elements of VZ-VA (pursuant to Section 11), except as otherwise mutually agreed to in writing by the Parties. VZ-VA may offer only Virtual Collocation (and not Physical Collocation) where Physical Collocation is not practical for technical reasons or because of space limitations or where permitted by Applicable Law. To the extent not otherwise provided in this Agreement, such Collocation shall be provided pursuant to VZ-VA's applicable federal and state Tariffs as amended from time to time. If any of the terms of VZ-VA's state 218 Collocation Tariff are modified or superceded after the Effective Date of this Agreement, the Parties agree that such modified or superceding terms shall apply to the Parties' collocation unless either Party requests that this Section 13 of this Agreement be renegotiated as it relates to any such modified or superceding terms and the Parties agree to amend Section 13 of this Agreement. Any such request for renegotiations must be made within thirty (30) days after the date when the modified or superceding terms become final and unappealable, and the renegotiations

shall take place pursuant to the Dispute Resolution provisions of Section 28.9 of this Agreement.

13.2 In the course of implementing a Collocation project, VZ-VA shall:

- (a) identify the Collocation project manager assigned to the project;
- (b) develop a written comprehensive “critical tasks” timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and
- (c) provide Cox with the relevant engineering requirements.

13.3 For both Physical and Virtual Collocation, Cox shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

13.4 A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC’s network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. Should Cox seek a particular Collocation arrangement, either Physical or Virtual, not described herein, it is entitled to a presumption that such Collocation arrangement is technically feasible if any LEC has successfully deployed such Collocation arrangement in any incumbent LEC Premises.

13.5 VZ-VA will not require Cox to bring its own transmission facilities to VZ-VA’s Premises in which Cox seeks to collocate equipment.

13.6 VZ-VA may retain a limited amount of floor space for its own specific future uses, provided, however, that VZ-VA may not reserve space for future use on terms more favorable than those that apply to Cox when Cox is seeking to reserve space for its own future use. VZ-VA shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds of space limitations, unless Virtual Collocation at that point is not technically feasible. In accordance with Applicable Law, VZ-VA may impose reasonable restrictions on warehousing of unused space by Cox.

13.7 Cox agrees to collocate only equipment that is necessary for Cox’s Interconnection with facilities or services of VZ-VA (pursuant to Section 4) or access to unbundled Network Elements of VZ-VA (pursuant to Section 11), except as otherwise mutually agreed to in writing by the Parties. VZ-VA will not require that such Cox equipment comply with safety or engineering standards that are more stringent than the safety or engineering standards that VZ-VA applies to its own equipment in that same VZ-VA Premises or with National Equipment and Building Specifications performance standards. If VZ-VA refuses to allow Cox to collocate equipment for safety reasons, VZ-VA will within five business days provide to Cox a list of all equipment VZ-VA locates

within that Premises together with an affidavit attesting that all of VZ-VA's equipment on that list meets or exceeds all of the safety standards that Cox's equipment fails to meet.

13.8 Each Party will be responsible for notifying the other Party of any significant outages affecting or caused by a Party's Collocation arrangement which could be reasonably known to impact or degrade the other Party's services.

13.9 VZ-VA agrees to make no more than one (1) VZ-VA-initiated non-emergency inspection of Cox's completed Collocation space per month, and no more than six (6) VZ-VA-initiated non-emergency inspections per year, provided that no two (2) inspections reveal infractions of the applicable terms and conditions of VZ-VA's Tariffs and this Agreement. If any two (2) inspections reveal such infractions, VZ-VA will conduct inspections pursuant to VZ-VA's Tariffs for the term of this Agreement. This subparagraph does not apply to any inspections initiated or required by any outside agency.

14.0 NUMBER PORTABILITY - SECTION 251(b)(2)

14.1 Scope

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC. Location Routing Number (LRN) is currently being used by the telecommunications industry to provide NP, and will be used by the Parties to implement LNP between their networks.

14.2 Procedures for Providing LNP ("Long-term Number Portability")

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

14.2.1 LNP shall be provided when a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B") and the Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) previously provided by Party A, in conjunction with the Telephone Exchange Service(s) provided by Party B. After Party B has received an appropriate authorization in accordance with Applicable Law from a Customer and sends a 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. Party. In accordance with Applicable Law, each Party will maintain evidence of authorizations and, upon request, provide copies of such evidence to the other.