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SCHEDULE 4.1

NETWORK INTERCONNECTION SCHEDULE

INTERCONNECTION POINTS (IPs) AS OF EFFECTIVE DATE:

LATA: 252 (NORFOLK, VA)

VZ-VA IP(s):	Cox IP(s):
NRFLVABS52T	NRFLVAJTDS0
NWNWVANDDS0	NWNWVACRDS0
NWNWVAHUDS0	
NWNWVAHVDS0	
HMPNVADCDS0	
VRBHVACCDS0	
VRBHVAVBDS0	

LATA: 248 (RICHMOND, VA)

VZ-VA IP(s):	Cox IP(s):
PRFRVAPFDS0	PRFRVAHVA

IMPLEMENTATION SCHEDULE FOR ADDITIONAL LATAs:

LATA: _____

VZ-VA IP(s):	Cox IP(s):	Implementation Dates(s):

[Convention used for disputed language: Cox proposal is underlined; *VZ-VA proposal* is italicized.]

SCHEDULE 4.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Section 4 of the main body of the Agreement.

2. For the termination of Meet Point Billing Traffic from an IXC to:

(a) Cox, at the Cox-IP in LATA in which the Traffic is to terminate.

(b) VZ-VA, at the VZ-VA-IP in LATA in which the Traffic is to terminate.

3. For 911/E911 traffic originated on Cox's network, at the PSAP in areas where only Basic 911 service is available, or at the VZ-VA 911/E911 Tandem Office serving the area in which the Cox Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

4. For BLV/BLVI traffic, at the terminating Party's operator services Tandem Office.

5. For SS7 signaling originated by:

(a) Cox, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Verizon Supplement Common Channel Signaling Network Interface Specification (VZ-VA 905).

(b) VZ-VA, at mutually agreed-upon SPOIs in the LATA in which the Local or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and VZ-VA-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

6. For toll free service access code (e.g., 800/888/877) database inquiry traffic, at any VZ-VA Signaling Transfer Point in the LATA in which the originating Cox

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Wire Center is located, over a CCSAC link. Alternatively, Cox may elect to interconnect through a commercial SS7 hub provider.

7. For Line Information Database (“LIDB”) inquiry traffic, at any VZ-VA Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, Cox may elect to interconnect through a commercial SS7 hub provider.

8. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party’s network.

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SCHEDULE 5.6

APPLICABLE FACTORS for Virginia

PIU and PLU factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	PLU (%)
VZ-VA	Cox	ALL	(To be supplied by VZ-VA)	(To be supplied by VZ-VA)
Cox	VZ-VA	ALL	0	99

COX BILLING CONTACT NAME: _____

COX BILLING CONTACT NUMBER: _____

COX BILLING CONTACT ADDRESS: _____

VZ-VA BILLING CONTACT NAME: _____

VZ-VA BILLING CONTACT NUMBER: _____

VZ-VA BILLING CONTACT ADDRESS: _____

Cox ACNA to be used when ordering Interconnections Trunks: _____

Cox CIC to be used when ordering Interconnection Trunks: _____

VZ-VA ACNA to be used when ordering Interconnections Trunks: _____

VZ-VA CIC to be used when ordering Interconnection Trunks: _____

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SCHEDULE 11.4

ACCESS TO NETWORK INTERFACE DEVICE

1. Subject to the conditions set forth in the Agreement and at Cox's request, VZ-VA will permit Cox to connect a Cox loop to the deregulated inside wire of a Customer's premises through the use of a VZ-VA NID in the manner set forth in this Schedule 11.4. Cox may access a VZ-VA NID either by means of a cross connect (but only if the use of such cross connect is technically feasible) from an adjoining Cox NID deployed by Cox or, if an entrance module is available in the VZ-VA NID, by connecting a Cox loop to the VZ-VA NID. When necessary, VZ-VA will rearrange its facilities to provide access to the deregulated inside wire of a Customer's premises. An entrance module is available only if facilities are not connected to it. The Customer will be responsible for resolving any conflicts between service providers for access to the Customer's premises and the deregulated inside wire.

2. In no case shall Cox access, remove, disconnect or in any other way rearrange VZ-VA's Loop facilities from VZ-VA's NIDs, enclosures, or protectors.

3. In no case shall Cox access, remove, disconnect or in any other way rearrange the deregulated inside wire of a Customer's premises from VZ-VA's NIDs, enclosures, or protectors where such Customer inside wire is used in the provision of ongoing telecommunication service to that Customer.

4. In no case shall Cox remove or disconnect ground wires from VZ-VA's NIDs, enclosures, or protectors.

5. In no case shall Cox remove or disconnect NID modules, protectors, or terminals from VZ-VA's NID enclosures.

6. Maintenance and control of deregulated inside wire is the responsibility of the Customer. Any conflicts between service providers for access to the deregulated inside wire must be resolved by the Customer.

7. When Cox is not connecting a Cox Loop to the deregulated inside wire of a Customer's premises through the Customer's side of the VZ-VA NID, Cox does not need to submit a request to VZ-VA and VZ-VA shall not charge Cox for access to the VZ-VA NID. In such instances, Cox shall comply with the provisions of Paragraphs 2-6 of this Schedule 11.4 and shall access the deregulated inside wire in the manner set forth in Paragraph 7 of this Schedule 11.4. Due to the wide variety of NIDs utilized by VZ-VA (based on Customer size and environmental considerations), Cox may access the deregulated inside wire, acting as the agent of the Customer, by any of the following means:

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(A) Where an adequate length of deregulated inside wire is present and environmental conditions permit, requesting carrier (i.e., Cox or Cox's agent, the building owner, or the Customer) may remove the deregulated inside wire from the Customer's side of the VZ-VA NID and connect that wire to Cox's NID;

(B) Where an adequate length of deregulated inside wire is not present or environmental conditions do not permit, Cox may enter the Customer side of the VZ-VA NID enclosure for the purpose of removing the deregulated inside wire from the terminals of VZ-VA's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the deregulated inside wire within the space of the Customer side of the VZ-VA NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the VZ-VA NID.

(C) Cox may request VZ-VA to make other rearrangements to the deregulated inside wire terminations or terminal enclosure on a time and materials basis to be charged to the requesting party (*i.e.* Cox, its agent, the building owner or the Customer). If Cox accesses the deregulated inside wire of the Customer's premises as described in this Paragraph 7(C), time and materials charges will be billed to the requesting party (*i.e.* Cox, its agent, the building owner or the Customer) at the rates set forth in Exhibit A.

SCHEDULE 11.5

UNBUNDLED SWITCHING ELEMENTS

Local Switching

The unbundled local Switching Elements include Line Side and Trunk Side facilities (e.g. line and Trunk Side Ports such as analog and ISDN Line Side Ports and DS1 Trunk Side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (which provides the same basic capabilities made available to VZ-VA's Customers, including connection between a loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to routing tables, 911, operator services, and directory assistance), line and line group features (including but not limited to all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing, usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card), as well as any technically feasible customized routing functions provided by the switch.

VZ-VA shall offer, as an optional chargeable feature, daily usage tapes. Cox may request activation or deactivation of features on a per-port basis at any time, and shall compensate VZ-VA for the non-recurring charges associated with processing the order. Cox may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which VZ-VA does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. VZ-VA shall develop and provide these requested services where technically feasible with the agreement of Cox to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

VZ-VA shall not be required to unbundle local circuit switching for Cox when Cox serves end-users with four or more voice grade (DS0) equivalents or lines, and VZ-VA's local circuit switches are located in:

- (i) The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the *Third Report and Order and Fourth Further Notice of Proposed Rulemaking* in CC Docket No. 96-98, and
- (ii) In Density Zone 1, as defined in § 69.123 on January 1, 1999.

Tandem Switching

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The unbundled tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches, including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features. Unbundled tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a VZ-VA Access Tandem for the purpose of routing a call or calls.

Packet Switching

VZ-VA warrants that it is not obligated to provide nondiscriminatory access to unbundled packet switching under Applicable Law. If VZ-VA becomes obligated to provide such access, VZ-VA will promptly notify Cox. The terms, conditions and prices for unbundled packet switching (including, but not limited to, the terms and conditions defining the unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of VZ-VA (a "VZ-VA UNE Tariff"). Notwithstanding the foregoing, the Parties will, upon written request, negotiate in good faith an amendment to this Agreement that includes additional terms and conditions for unbundled packet switching (including, but not limited to, the terms and conditions defining unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms and conditions for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law. In the absence of a VZ-VA UNE Tariff, prior to VZ-VA's provision of such unbundled packet switching, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the unbundled packet switching (including, but not limited to, the terms and conditions defining unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with Applicable Law.

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SCHEDULE 11.7

OPERATIONS SUPPORT SYSTEMS

1. VZ-VA OSS SERVICES

1.1 Definitions

As used in the Schedule 11.7, the following terms shall have the meanings stated below:

1.1.1 “VZ-VA Operations Support Systems” means VZ-VA systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 “VZ-VA OSS Services” means access to VZ-VA Operations Support Systems functions. The term “VZ-VA OSS Services” includes, but is not limited to: (a) VZ-VA’s provision of Cox Usage Information to Cox pursuant to Section 1.3 below; and, (b) “VZ-VA OSS Information”, as defined in Section 1.1.4 below. As used in this Schedule, VZ-VA OSS functions include the OSS functions used for Cox’s provision of Exchange Service using VZ-VA’s Resale and unbundled Network Elements, as well as those OSS functions needed by Cox associated with its migration of a Customer from VZ-VA to Cox’s facilities-based Exchange Service, including: access to customer service records, Customer loop disconnect, Customer intercept referral, directory listings and E911 ALI database updates, as well as migration-related LNP activation.

1.1.3 “VZ-VA OSS Facilities” means any gateways, interfaces, databases, facilities, equipment, software, or systems, used by VZ-VA to provide VZ-VA OSS Services to Cox.

1.1.4 “VZ-VA OSS Information” means any information accessed by, or disclosed or provided to, Cox through or as a part of VZ-VA OSS Services. The term “VZ-VA OSS Information” includes, but is not limited to: (a) any Customer Information related to a VZ-VA Customer or a Cox Customer accessed by, or disclosed or provided to, Cox through or as a part of VZ-VA OSS Services; and, (b) any Cox Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, Cox.

1.1.5 “VZ-VA Retail Telecommunications Service” means any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term “VZ-VA Retail Telecommunications Service” does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by VZ-VA.

1.1.6 “Cox Usage Information” means the usage information for a VZ-VA Retail Telecommunications Service purchased by Cox under this Agreement that VZ-VA would

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record if VZ-VA was furnishing such VZ-VA Retail Telecommunications Service to a VZ-VA end-user retail Customer.

1.1.7 “Customer Information” means CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

1.2 VZ-VA OSS Services

1.2.1 Upon request by Cox, VZ-VA shall provide to Cox, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), VZ-VA OSS Services.

1.2.2 Subject to the requirements of Applicable Law, VZ-VA Operations Support Systems, VZ-VA Operations Support Systems functions, VZ-VA OSS Facilities, VZ-VA OSS Information, and the VZ-VA OSS Services that will be offered by VZ-VA, shall be as determined by VZ-VA. Subject to the requirements of Applicable Law, and in accordance with the VZ-VA Change Management Process then in effect, VZ-VA shall have the right to change VZ-VA Operations Support Systems, VZ-VA Operations Support Systems functions, VZ-VA OSS Facilities, VZ-VA OSS Information, and the VZ-VA OSS Services, from time-to-time, without the consent of Cox, provided, however, that VZ-VA shall provide notice of system or interface modification subject to section 251(c)(5) disclosure requirements. In addition, once per quarter, VZ-VA will provide a long term forecast covering the next six to nine months including high level estimates of when VZ-VA intends to release, upgrade or retires its various operational support systems. At the same time, VZ-VA will provide a nearer term outlook with a high level description of the items to be released in the next three to four months.

1.3 Cox Usage Information

1.3.1 Upon request by Cox, VZ-VA shall provide to Cox, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Cox Usage Information.

1.3.2 Cox Usage Information will be available to Cox through the following:

- (a) Daily Usage File on Data Tape.
- (b) Daily Usage File through Network Data Mover (“NDM”).
- (c) Daily Usage File through Centralized Message Distribution System (“CMDS”).

1.3.3.1 Cox Usage Information will be provided in a Bellcore Exchange Message Records (“EMR”) format.

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1.3.3.2 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by VZ-VA.

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Cox Usage Information will be provided to Cox shall be determined by VZ-VA.

1.4 Summary of VZ-VA OSS Functions

VZ-VA shall provide access to the following functions via VZ-VA OSS, and absent VZ-VA OSS, via VZ-VA Pre-OSS:

1.4.1 Pre-Ordering

For the purpose of this Schedule, pre-ordering functions shall include Cox's ability to:

- (a) view features and services available at a valid service address (as applicable);
- (b) obtain access to VZ-VA Customer proprietary network information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity;
- (c) reserve a telephone number (if the Customer does not have one assigned) with the Customer on-line;
- (d) obtain service availability dates for the Customer for services not subject to standard intervals;
- (e) query the status of the work request(s), which require dispatch of a VZ-VA Service Technician, associated with a specified service order number and circuit ID;
- (f) obtain Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA;
- (g) verify service address;
- (h) process an inquiry to qualify facilities prior to placing an order.

In addition, the Pre-ordering functions include Loop qualification information as described in Section 11.3.8

1.4.2 Ordering and Provisioning

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For the purpose of this Schedule, ordering and provisioning functions shall include Cox's ability to:

- (a) submit service requests/orders using order formats as defined by the Ordering and Billing Forum (OBF) as available, or industry guidelines;
- (b) receive firm order confirmation with purchase order number, telephone number (if applicable, service order number and due date;
- (c) obtain provisioning status;
- (d) obtain service order status, including order completion date.

1.4.3 Maintenance

For the purpose of this Schedule, maintenance functions shall include Cox's ability to:

- (a) issue trouble tickets;
- (b) obtain trouble ticket status;
- (c) view trouble history;
- (d) close trouble tickets.

1.5 Access to and Use of VZ-VA OSS Facilities

1.5.1 VZ-VA OSS Facilities may be accessed and used by Cox only to the extent necessary for Cox's access to and use of VZ-VA OSS Services pursuant to the Agreement.

1.5.2 VZ-VA OSS Facilities may be accessed and used by Cox only to provide Telecommunications Services to Cox Customers.

1.5.3 Cox shall restrict access to and use of VZ-VA OSS Facilities to Cox. This Schedule 11.7 does not grant to Cox any right or license to grant sublicenses to other persons, or permission to other persons (except Cox's employees, agents and contractors, in accordance with Section 1.5.7 below), to access or use VZ-VA OSS Facilities.

1.5.4 Cox shall not (a) alter, modify or damage the VZ-VA OSS Facilities (including, but not limited to, VZ-VA software), (b) copy, remove, derive, reverse engineer, or decompile, software from the VZ-VA OSS Facilities, or (c) obtain access through VZ-

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VA OSS Facilities to VZ-VA databases, facilities, equipment, software, or systems, which are not offered for Cox's use under this Schedule 11.7.

1.5.5 Without waiving its legal rights or remedies Cox shall comply with all practices and procedures established by VZ-VA and posted by VZ-VA on VZ-VA's website, www.bell-atl.com/wholesale for access to and use of VZ-VA OSS Facilities (including, but not limited to, VZ-VA practices and procedures with regard to security and use of access and user identification codes).

1.5.6 All practices and procedures for access to and use of VZ-VA OSS Facilities, and all access and user identification codes for VZ-VA OSS Facilities: (a) shall remain the property of VZ-VA; (b) shall be used by Cox only in connection with Cox's use of VZ-VA OSS Facilities permitted by this Schedule 11.7; (c) shall be treated by Cox as Confidential Information of VZ-VA pursuant to subsection 28.4 of the Agreement; and, (d) shall be destroyed or returned by Cox to VZ-VA upon the earlier of request by VZ-VA or the expiration or termination of the Agreement.

1.5.7 Cox's employees, agents and contractors may access and use VZ-VA OSS Facilities only to the extent necessary for Cox's access to and use of the VZ-VA OSS Facilities permitted by this Agreement. Any access to or use of VZ-VA OSS Facilities by Cox's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 28.4 thereof and Sections 1.5.6 and 1.6.3.3 of this Schedule 11.7.

1.6 VZ-VA OSS Information

1.6.1 Subject to the provisions of this Schedule 11.7 and Applicable Law, VZ-VA grants to Cox a non-exclusive license to use VZ-VA OSS Information.

1.6.2 All VZ-VA OSS Information shall at all times remain the property of VZ-VA. Except as expressly stated in this Schedule 11.7, Cox shall acquire no rights in or to any VZ-VA OSS Information.

1.6.3.1 The provisions of this Section 1.6.3 shall apply to all VZ-VA OSS Information, except (a) Cox Usage Information, (b) CPNI of Cox, and (c) CPNI of a VZ-VA Customer or a Cox Customer, to the extent the Customer has authorized Cox to use the Customer Information.

1.6.3.2 VZ-VA OSS Information may be accessed and used by Cox only to provide Telecommunications Services to Cox Customers.

1.6.3.3 Cox shall treat VZ-VA OSS Information that is designated by VZ-VA, through written or electronic notice (including, but not limited to, through the VZ-VA OSS

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Services), as “Confidential” or “Proprietary” as Confidential Information of VZ-VA pursuant to subsection 28.4 of the Agreement.

1.6.3.4 Except as expressly stated in this Schedule 11.7, this Agreement does not grant to Cox any right or license to grant sublicenses to other persons, or permission to other persons (except Cox’s employees, agents or contractors, in accordance with Section 1.6.3.5 below, to access, use or disclose VZ-VA OSS Information.

1.6.3.5 Cox’s employees, agents and contractors may access, use and disclose VZ-VA OSS Information only to the extent necessary for Cox’s access to, and use and disclosure of, VZ-VA OSS Information permitted by this Schedule 11.7. Any access to, or use or disclosure of, VZ-VA OSS Information by Cox’s employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 28.4 of the Agreement and Section 1.6.3.3 above.

1.6.3.6 Cox’s license to use VZ-VA OSS Information shall expire upon the earliest of: (a) the time when the VZ-VA OSS Information is no longer needed by Cox to provide Telecommunications Services to Cox Customers; (b) termination of the license in accordance with this Schedule 11.7; or (c) expiration or termination of the Agreement.

1.6.3.7 All VZ-VA OSS Information received by Cox shall be, destroyed or returned by Cox to VZ-VA, upon expiration, suspension or termination of the license to use such VZ-VA OSS Information.

1.6.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 11.7 (including, but not limited to, subsection 22.3 of the Agreement and Section 1.7.1 above), Cox’s access to VZ-VA OSS Information through VZ-VA OSS Services shall terminate upon the expiration or termination of the Agreement.

1.6.5.1 Without in any way limiting subsection 18.3 of the Agreement, BA shall have the right (but not the obligation) to audit Cox to ascertain whether Cox is complying with the requirements of Applicable Law and this Agreement with regard to Cox’s access to, and use and disclosure of, BA OSS Information.

1.6.5.2 Without in any way limiting any other rights BA may have under the Agreement or Applicable Law, BA shall have the right (but not the obligation) to monitor Cox’s access to and use of BA OSS Information which is made available by BA to Cox pursuant to this Agreement, to ascertain whether Cox is complying with the requirements of Applicable Law and this Agreement, with regard to Cox’s access to, and use and disclosure of, such BA OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Cox’s access to and use of BA OSS Information which is made available by BA to Cox through BA OSS Facilities.

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1.6.5.3 Information obtained by BA pursuant to this Section 1.6.5 shall be treated by BA as Confidential Information of Cox pursuant to subsection 29.428.4 of the Agreement; provided that, BA shall have the right (but not the obligation) to use and disclose information obtained by BA pursuant to this Section 1.6.5 to enforce BA's rights under the Agreement or Applicable Law.

1.6.5 Cox acknowledges that the VZ-VA OSS Information, by its nature, is updated and corrected on a continuous basis by VZ-VA, and therefore that VZ-VA OSS Information is subject to change from time to time.

1.7 Liabilities and Remedies

1.7.1 Any breach by Cox, or Cox's employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition, if Cox or an employee, agent or contractor of Cox at any time breaches a provision of Sections 1.5 or 1.6 above, then, except as otherwise required by Applicable Law and in accordance with Section 22.5, BA shall have the right, upon notice to Cox, to suspend the license to use BA OSS Information granted by Section 1.6.1 above and/or the provision of BA OSS Services, in whole or in part.

1.7.1 The Parties will attempt to correct any instance of non-compliance through direct informal means within two (2) business days. If resolution is not obtained through informal means within two (2) business days, the Parties will pursue resolution using the process described in 28.9 (Dispute Resolution), of the Interconnection Agreement and will attempt to resolve the non-compliance within ten (10) days after written notice thereof from VZ-VA. In addition, if Cox or an employee, agent or contractor of Cox at any time breaches a provision of Sections 1.5 or 1.6 above and such breach continues for more than ten (10) days after written notice thereof from VZ-VA, then, except as otherwise required by Applicable Law, VZ-VA shall have the right, upon notice to Cox, to suspend the license to use VZ-VA OSS Information granted by Section 1.6.1 above and/or the provision of VZ-VA OSS Services, in whole or in part.

1.7.2 Cox agrees that VZ-VA would be irreparably injured by a breach of Sections 1.5 or 1.6 above by Cox or the employees, agents or contractors of Cox, and that VZ-VA shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.8 Relation to Applicable Law

The provisions of Sections 1.5, 1.6 and 1.7 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by VZ-VA of any right with regard to

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protection of the confidentiality of the information of VZ-VA or VZ-VA Customers provided by Applicable Law.

1.9 Cooperation

Cox, at Cox's expense, shall reasonably cooperate with VZ-VA in using VZ-VA OSS Services. Such cooperation shall include, but not be limited to, the following: 1.9.2 Upon request by VZ-VA, Cox shall submit to VZ-VA reasonable, good faith estimates of the types of transactions or use of VZ-VA OSS Services that Cox anticipates.

1.9.3 Cox shall reasonably cooperate with VZ-VA in submitting orders and otherwise using the VZ-VA OSS Services, in order to avoid exceeding the capacity or capabilities of such VZ-VA OSS Services.

1.9.4 Cox shall participate in cooperative testing of VZ-VA OSS Services and shall provide assistance to VZ-VA in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in VZ-VA OSS Services.

1.9.5 VZ-VA will provide technical support to Cox for its use of VZ-VA OSS. In addition, and in accordance with VZ-VA's Change Management Process, VZ-VA will provide immediate and direct notification to Cox in the event of customer-affecting and/or end user-affecting VZ-VA OSS and interface troubles or modifications. The Parties will establish interface contingency plans and disaster recovery plans for the pre-ordering, ordering, provisioning and maintenance functions.

1.10 VZ-VA Access to Information Related to Cox Customers

1.10.1 VZ-VA shall have the right to access, use and disclose information related to Cox Customers that is in VZ-VA's possession (including, but not limited to, in VZ-VA OSS Facilities) only to the extent such access, use and/or disclosure has been authorized by the Cox Customer in the manner required by Applicable Law, in order to permit Cox Customers to transfer service to VZ-VA, and for such other purposes as may be required by Applicable Law. In addition, upon obtaining such authorization from Cox's customer, VZ-VA shall be afforded access to applicable customer proprietary network information possessed by Cox, including: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. Ordering and trouble referral functions are also available to VZ-VA in a manual mode (telephone call and/or facsimile) through Cox's Customer Service Center.

2. VERIZON PRE-OSS SERVICES

[Convention used for disputed language: Cox proposal is underlined; *VZ-VA proposal* is italicized.]

2.1 As used in this Schedule 11.7, "VZ-VA Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a VZ-VA OSS Service and which VZ-VA offers to provide to Cox prior to, or in lieu of, VZ-VA's provision of the VZ-VA OSS Service to Cox. The term "VZ-VA Pre-OSS Service" includes, but is not limited to, the activity of placing orders for VZ-VA Retail Telecommunications Services through a telephone facsimile communication, as well as the OSS functions summarized in subsection 1.4. Where VZ-VA OSS functions for pre-ordering, ordering or maintenance and repair processes are available via VZ-VA OSS, Cox will use VZ-VA OSS. Where VZ-VA OSS functions for pre-ordering, ordering or maintenance and repair processes are not available via VZ-VA OSS, Cox will use VZ-VA Pre-OSS. If VZ-VA Pre-OSS functions are provided, and VZ-VA subsequently develops VZ-VA OSS access for pre-ordering, ordering or maintenance and repair to be accessed via VZ-VA OSS for any CLEC, VZ-VA shall make such capability available to Cox on a nondiscriminatory basis and Cox shall use such VZ-VA OSS and discontinue its use of VZ-VA Pre-OSS.

2.2 Subject to the requirements of Applicable Law, the VZ-VA Pre-OSS Services that will be offered by VZ-VA shall be as determined by VZ-VA and VZ-VA shall have the right to change VZ-VA Pre-OSS Services, from time-to-time, without the consent of Cox.

2.3 Subject to the requirements of Applicable Law, the prices for VZ-VA Pre-OSS Services shall be as determined by VZ-VA and shall be subject to change by VZ-VA from time-to-time.

2.4 The provisions of Sections 1.5 through 1.9 above shall also apply to VZ-VA Pre-OSS Services. For the purposes of this Section 2.4: (a) references in Sections 1.5 through 1.9 above to VZ-VA OSS Services shall be deemed to include VZ-VA Pre-OSS Services; and, (b) references in Sections 1.5 through 1.9 above to VZ-VA OSS Information shall be deemed to include information made available to Cox through VZ-VA Pre-OSS Services.

3. RATES AND CHARGES

The prices for the foregoing services shall be as set forth in VZ-VA's Tariffs or, in the absence of an applicable VZ-VA Tariff price, in Exhibit A or, if not set forth in either, as may be determined by VZ-VA from time to time. If VZ-VA at any time offers another operations support service the prices for which are not stated in VZ-VA's Tariffs or Exhibit A, VZ-VA shall have the right to revise Exhibit A to add such prices.

4. TRAINING

4.1 VZ-VA shall provide Cox VZ-VA OSS user education classes. Classes shall be in train-the-trainer format to enable Cox to devise its own course work for its own

[Convention used for disputed language: Cox proposal is underlined; *VZ-VA proposal is italicized*.]

employees. Classes will be held at VZ-VA's facilities. Charges will apply for each class. Schedules will be made available upon request and are subject to change, with class lengths varying.

4.2 In accordance with VZ-VA's Change Control Process, VZ-VA will provide to Cox, at no additional cost, supplemental VZ-VA OSS information, which may or may not be included in classroom training, needed by Cox as a result of VZ-VA OSS system or software version upgrades.

[Convention used for disputed language: Cox proposal is underlined; *VZ-VA proposal is italicized.*]