

**EXHIBITS TO  
CONDITIONAL PETITION FOR ARBITRATION  
OF  
COX VIRGINIA TELCOM, INC.**



September 9, 1999

Francis C. Safara  
Senior Specialist  
Contract Negotiations  
Bell Atlantic Network Services  
1095 Avenue of the Americas, Room 1435D  
New York, NY 10036

Re: Cox/Bell Atlantic Interconnection Agreement

Dear Mr. Safara,

I am writing on behalf of Cox Virginia Telcom, Inc. As the lead negotiator for Cox, I will be working with Bell Atlantic-Virginia's negotiating team in developing our new interconnection agreement. Joining me on Cox's core negotiating team will be Jill Butler (Director of Regulatory Affairs - Southeastern Region) and Jennifer Welch (Attorney - Legal/Regulatory Affairs). For ease of administration, and to avoid possible confusion down the line, I will perform as Cox's single point of contact for all formal and informal communication between our negotiating teams for the duration of this re-negotiation effort.

Thank you for providing a copy of Bell Atlantic's proposed changes to the existing interconnection agreement. We are in the midst of our initial analysis of the changes suggested.

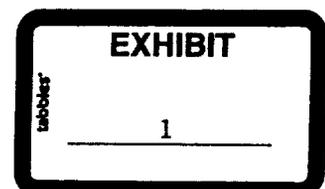
I'd like to schedule a meeting in Richmond between our negotiating teams in the near future. While I believe that we'll be able to accomplish most, if not all, of our negotiations telephonically, I think it would be beneficial for us to first meet face-to-face. My team is available (in order of preference): September 30<sup>th</sup>, September 29<sup>th</sup> and October 1<sup>st</sup>.

I'd like to do two things during this first meeting: (1) develop and agree upon the process and tools we'll be using over the course of these negotiations; and (2) hear Bell Atlantic's reasoning for its proposed changes to the existing agreement.

I hope you'll get back to me at your earliest convenience regarding Bell Atlantic's availability. If the dates I've proposed won't work, please suggest several dates that will. I look forward to meeting and working with Bell Atlantic's negotiating team on this project.

Sincerely,

cc: Jill Butler



Jennifer Welch

Marvel Vigil  
Director, Local Competition  
Cox Communications  
2200 Powell Street, Suite 795  
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510 923-6223



February 17, 2000

Director - Interconnection Services  
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Arlington, VA 22201

Vice President & General Counsel  
Bell Atlantic - Virginia, Inc.  
600 Main Street, 24th Floor  
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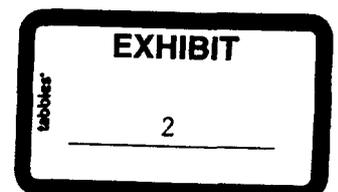
Re: Request for Interconnection Agreement Negotiations under Section 252

Gentlemen:

Cox Virginia Telcom, Inc. ("Cox") and Bell Atlantic-Virginia, Inc. ("Bell Atlantic") have been operating under the terms of an existing interconnection agreement since February 12, 1997. Per Bell Atlantic's request, the underlying agreement terminated October 26, 1999 and the parties are now operating on a month-to-month basis while attempting to negotiate a new agreement. The statutory period for resolution of outstanding issues in the current draft of the interconnection agreement has passed without either party seeking State Commission relief via arbitration. Pursuant to Section 252 Cox seeks to reinitiate negotiations with Bell Atlantic in order to execute a new interconnection agreement. By means of this correspondence Cox seeks to reinitiate the 160-day negotiation period, and invoke its rights to seek arbitration before the Virginia Commission if so required for contract resolution.

Cox initially sought negotiations for a new agreement on September 9, 1999. Cox and Bell Atlantic have been directly negotiating a new interconnection agreement since December of 1999. During this initial negotiation period the parties failed to complete negotiations primarily because Bell Atlantic failed to provide sufficient resources and support to finalize an agreement.

Cox seeks to reinitiate the negotiation period in order to resolve the underlying issues and to permit either party the right to file for arbitration if issue resolution so requires.



Cox's request to reinitiate negotiations is based upon the authority set forth by the Federal Communications Commission (FCC) when interpreting Section 251(b) and (c) of the Telecommunications Act (1996 Act) in Armstrong Communications Inc.'s Petition for Reconsideration in DA 98-88, 976 FCC 871 (1998). In Armstrong, the CLEC claimed that the Pennsylvania State Commission failed to timely act upon its request for arbitration. As a result, Armstrong sought relief from the FCC seeking that the FCC preempt the State Commission's right to arbitrate and that alternatively the FCC resolve the outstanding issues. The FCC denied Armstrong's request and held that Armstrong had not been denied its right of procedural fairness for it could "re-trigger" the negotiation period.

Rather, the FCC held that Armstrong could re-file its interconnection request and begin to renegotiate the interconnection agreement with Citizens and utilize the administrative relief measures afforded to it under Section 252. The FCC stated as follows:

“As Citizens points out, Armstrong had (and continues to have) the option of submitting a new request for negotiation to Citizens, and then properly filing an arbitration request with the Pennsylvania Commission during the period from the 135<sup>th</sup> to the 160<sup>th</sup> day after that. At that point, assuming all the requirements were met, the Pennsylvania Commission would be statutorily required to resolve that petition within nine months from the date Citizens received Armstrong's new request. Thus, Armstrong's right to a formal arbitration with a nine-month deadline is not forfeited by its one-time failure to file within the statutory time frame.”  
(emphasis added)

Accordingly, Cox has not exhausted its right to finalize negotiations and seek arbitration with the Virginia State Commission. Cox seeks to utilize all options available to it under Section 252 and thus exercises its option of submitting a new request for negotiation to Bell Atlantic. The parties should continue to negotiate the unresolved issues of the current draft of the interconnection agreement and seek arbitration during the period from the 135<sup>th</sup> to the 160<sup>th</sup> day from the date of Bell Atlantic's receipt of this correspondence.

With best regards,

Marvel Vigil

cc: Monica F. Moore – Bell Atlantic  
William H. Chamblis, General Counsel – Virginia SCC  
William Irby, Division of Communications – Virginia SCC

**SUMMARY-DISPUTED ISSUES**

#	Cox Language	BA Language	Cox's Position	BA's Position
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**1. BA may not require Cox, in order to enter into an interconnection agreement, to certify or anticipate that BA's adherence to the agreement will satisfy BA's obligations under Sections 251 and 271 of the Act.**

1.1	[Propose to Delete]	<p><b>3.2</b> The Parties agree that the performance of the terms of this Agreement will satisfy BA's obligation to provide Interconnection under Section 251 of the Act, and the requirements of the Checklist under Section 271 of the Act.</p>	<p>It is the SCC's and FCC's obligation (not Cox's) to make that determination.</p> <p>It is not possible for Cox to foresee whether or not BA's future performance under the ICA will be compliant with 47 U.S.C. §§ 251 and 271.</p>	<p>BA wants Cox to certify that it has satisfied its obligations under Sections 251 and 271 of the Act in the Renewal Agreement.</p>
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**2. BA may not, through its designations of interconnection points or by discounting the compensation it owes Cox, require Cox to pay for BA's delivery of BA's traffic to Cox's network.**

2.1	<p>(2.1) [Propose to Delete]</p> <p>[See BA IPS and Cox IPS in Schedule 4.1 – Note: BA has agreed to the list of BA and Cox IPS in Schedule 4.1.]</p>	<p><b>4.2.4</b> Geographic Relevance. In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP and POI on its network, the other Party may, at any time, request that the first Party establish such additional technically feasible point as an IP and/or POI. Such requests shall be made as a part of the Joint Process established pursuant to subsection 10.1. A “geographically relevant” IP shall mean an IP that is located within the BA local calling area of equivalent BA end user Customers, but no greater than twenty five (25) miles from the BA Rate Center Point of the BA NXX serving the equivalent relevant end user Customers, or, with the mutual agreement of the Parties, an</p>	<p>BA attempts to confer upon Cox obligations that apply only to ILECs, e.g., the obligation to interconnect with any requesting carrier at any technically feasible point within its network. See, 47 U.S.C. § 251(c)(2)(b).</p> <p>BA ignores the plain meaning of the Act by requiring Cox to interconnect at BA's IPs, rather than at <u>any</u> technically feasible point within BA's network and by proposing</p>	<p>BA wants Cox to establish “geographically relevant” interconnection points or to pay BA to transport BA's traffic to BA's Interconnection Points.</p>
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#	Cox Language	BA Language	Cox's Position	BA's Position
		<p>existing and currently utilized IP within the LATA but outside the foregoing BA local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party and which are assigned telephone numbers in the same Rate Center. If after thirty (30) days following said request such geographically relevant handoffs have not been made available by Cox, Cox shall bill and BA shall pay only the End Office Reciprocal Compensation rate for the relevant NXX less BA's transport rate from BA's originating End Office to Cox-IP.</p>	<p>that Cox pay for BA's transport when/if Cox's chosen IP is farther than 25-miles from BA's end office/rate area. See, 1<sup>st</sup> R&amp;O at 172 and 47 C.F.R. § 51.703(b).</p> <p>BA subverts the plain meaning and intention of the Act by ignoring the FCC's instruction that CLECs may choose their points of interconnection based on their own efficiencies – and may not be required to interconnect at other, less inefficient points:</p> <p>"The interconnection obligation of section 251(c)(2), discussed in this section, allows competing carriers to choose the most efficient points at which to exchange traffic with incumbent LECs, thereby lowering the competing carriers' costs of, among other things, transport and termination of traffic" 1<sup>st</sup> R&amp;O at ¶172.</p> <p>"Section 251(c)(2) gives competing carriers the right to deliver traffic terminating on an incumbent LEC's network at any technically feasible point on that network, rather than obligating such carriers to transport traffic to less</p>	

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			<p>convenient or efficient interconnection points." 1<sup>st</sup> R&amp;O at ¶1209</p> <p>BA's 'geographic relevance' provision is a scheme to get Cox to pay BA's costs for terminating BA's traffic to Cox. BA's plan is discriminatory in that it imposes extra costs (that it itself is not obliged to pay) on its competitor.</p> <p>Under 47 C.F.R. § 51.703(b), a LEC may not assess charges on any other telecommunications carrier for local telecommunications traffic that originates on the LEC's network.</p>	

**3. BA may not require that Cox eliminate its mileage-sensitive rate element as a component of its entrance facilities rate.**

3.1	[Propose to Delete]	<p><b>4.3.9</b> In recognition of the large number and variety of BA-IPs available for use by Cox, Cox's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of Cox-IPs available to BA to select from for similar purposes, Cox shall charge BA no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a BA-IP to a Cox-IP in any given LATA.</p>	<p>BA ignores the plain meaning of the Act by proposing that Cox pay for BA's transport (1<sup>st</sup> R&amp;O at ¶172 and 47 C.F.R. § 51.703(b)) because Cox may choose to interconnect at BA's end office or tandem (a choice of <i>nvo</i>) where BA may interconnect at Cox's end office (a choice of one).</p> <p>BA ignores the FCC's</p>	<p>BA wants Cox to discount its mileage-sensitive rate element for interconnection facilities leased by BA.</p>
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			<p>instruction that "Congress intended to obligate the incumbent to accommodate the new entrant's network architecture by requiring the incumbent to provide interconnection 'for the facilities and equipment'" of the new entrant. 1<sup>st</sup> R&amp;O at ¶202.</p> <p>"New entrants will request interconnection pursuant to section 251(c)(2) for the purpose of exchanging traffic with incumbent LECs. In this situation, the incumbent and the new entrant are co-carriers and each gains value from the interconnection arrangement. Under these circumstances, it is reasonable to require each party to bear a reasonable portion of the economic costs of the arrangement." 1<sup>st</sup> R&amp;O at ¶553.</p> <p>This is yet another scheme to get Cox to pay BA's costs for terminating BA's traffic to Cox. BA's plan is discriminatory in that it imposes extra costs (that it itself is not obliged to pay) on its competitor.</p>	
3.2	[Propose to Delete]	4.5.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center(s) Cox has identified as its initial	The parties have previously agreed that the IPs shall be located one at each party's	See above.

#	Cox Language	BA Language	Cox's Position	BA's Position
		<p>Rating Point(s) in the LATA as the Cox-IP(s) in that LATA and shall designate a mutually agreed upon Tandem Office or End Offices within the LATA nearest to the Cox-IP (as measured in airline miles utilizing the V and H coordinates method) as the BA-IP(s) in that LATA, provided that, for the purpose of charging for the transport of traffic from a BA-IP to the Cox-IP, the Cox-IP shall be no further than a non-distance sensitive Entrance Facility away from the BA-IP.</p>	<p>CO (see Schedule 4.1); subsequent Cox IPs will be designated accordingly.</p> <p>The last clause ("provided that...") again attempts to force Cox to compensate BA for its delivery of terminating traffic to Cox. See above.</p>	

**4. 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.223(A) do not permit BA to compel Cox to furnish BA collocation at Cox facilities in the same manner that BA, as an ILEC, is compelled to furnish Cox such collocation at BA facilities.**

4.1	<p><b>4.3.4</b> BA shall have the sole right and discretion to specify the following method for Interconnection at any of the Cox-IPs:</p> <p>(a) an Entrance Facility leased from Cox (and any necessary multiplexing), to the Cox-IP.</p> <p><b>4.3.5</b> BA may order from Cox any Interconnection method specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.</p>	<p><b>4.3.4</b> BA shall have the sole right and discretion to specify any of the following methods for Interconnection at any of the Cox-IPs:</p> <p>(a) a physical, virtual or other alternative Collocation node BA establishes at the Cox-IP; and/or</p> <p>(b) a physical, virtual or other alternative Collocation node established separately at the Cox-IP by a third party with whom BA has contracted for such purposes; and/or</p> <p>(c) an Entrance Facility leased from Cox (and any necessary multiplexing), to the Cox-IP.</p> <p><b>4.3.5</b> BA shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Virtual Collocation arrangement it establishes at a Cox-IP.</p> <p><b>4.3.6</b> BA may order from Cox any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without</p>	<p>Only BA is required to allow requesting CLECs to collocate the equipment necessary for interconnection or access to unbundled network elements. See 47 C.F.R. § 51.223(a) and 47 U.S.C. § 251(c)(6).</p> <p>Cox doesn't offer collocation for the purpose of reciprocal traffic exchange; Cox allows some customers to house their own equipment used in conjunction with products that they purchased from Cox, but on terms dissimilar to those required for interconnection.</p> <p>The Commission is prohibited from requiring Cox to provide collocation</p>	<p>BA wants Cox to furnish BA collocation at Cox's premises.</p>
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		limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.	to BA. See 47 C.F.R. § 51.223(a).	
4.2	[Propose to delete.]	<b>13.10</b> Cox agrees to provide to BA, upon BA's request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4) and Cross Connection on non-discriminatory rates, terms and conditions.	See above.	See above.

**5. Section 251(c)(2) of the Act does not permit BA to dictate the volume of traffic on a trunk group used by Cox to send traffic to a BA tandem switch for termination to a BA end office.**

5.1	<b>5.2.4</b> In the event the one-way Tandem-routed traffic volume between any two Cox and BA Central Office Switches at any time exceeds the CCS busy hour equivalent of three DS-1s for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months, the originating Party will establish new one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service parameters set forth in Section 5.5.	<b>5.2.4</b> In the event the Tandem-routed traffic volume between any two Cox and BA Central Office Switches at any time exceeds the CCS busy hour equivalent of one DS-1 for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months, the originating Party will establish new one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service and quality parameters set forth in the Joint Process.	<p>The Act does not require Cox to interconnect with BA's EOs; rather, the Act states that it is the duty of each incumbent local exchange carrier "to provide for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network... at any technically feasible point within the carrier's network." 47 U.S.C. § 251(c)(2).</p> <p>BA subverts the plain meaning and intention of the Act by ignoring the FCC's instruction that CLECs may choose their points of interconnection based on their own efficiencies – and may not be required to interconnect at other, less inefficient points. See 1<sup>st</sup> R&amp;O ¶209.</p>	BA wants Cox to engineer its network in accordance with BA's internal engineering guidelines.
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#	Cox Language	BA Language	Cox's Position	BA's Position
			<p>BA confers upon itself the authority to impose its own, internal, engineering guidelines (based on its own economies of scale and facility costs) upon Cox. However, the economies surrounding BA's breakpoint/trigger for direct trunking within its own network do not apply to the costs and efficiencies applicable to Cox. Lacking BA's economy of scale, direct trunking thresholds must take into account the significant cost for Cox to build or lease facilities between its switch and the BA-IP.</p> <p>But in recognition of BA's fears regarding tandem exhaust (without agreeing that Cox's use of BA's Tandem contributes in any significant way to exhausting BA's tandem), Cox has agreed to limit the amount of traffic it passes to BA EOs via BA's tandems.</p>	

#	Cox Language	BA Language	Cox's Position	BA's Position
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6. BA may not compel Cox to enter into interconnection agreements with every third-party carrier; BA may not impose terms of traffic exchange upon non-incumbent carriers who connect via BA's network; BA may not block transmission of Cox's traffic to third-party carriers.

6.1	<p>7.3.1 "Transit Service" means the delivery of certain traffic between Cox and a LEC by BA over the Traffic Exchange Trunks. The following traffic types will be delivered: (i) Local or intraLATA Toll Traffic originated from Cox to such LEC; and (ii) Local Traffic or IntraLATA Toll Traffic originated from such LEC and terminated to Cox where BA carries such traffic.</p> <p>7.3.2 Subject to Section 7.3.4, the Parties shall compensate each other for Transit Service as follows:</p> <p>a) Cox shall pay BA for Local Traffic Cox originated over the Transit Service at the rate specified in Exhibit A plus any additional charges or costs such terminating LEC imposes or levies on BA for the delivery or termination of such traffic, including any InterLATA or IntraLATA switched access charges;</p> <p>b) BA shall pay Cox for Local, InterLATA, or IntraLATA Toll Traffic terminated to Cox from such LEC at the appropriate reciprocal compensation rates described in Section 5.7, InterLATA access rates, or at Cox applicable switched access or other rates or local termination rate, whichever is appropriate.</p> <p>7.3.3 BA expects that all networks involved in transit traffic will deliver each call to each involved network with CCS and the appropriate Transactional Capabilities</p>	<p>7.3.1 Transit Service provides Cox with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of BA.</p> <p>7.3.2 Transit Traffic may be routed over the Traffic Exchange Trunks described in Sections 4 and 5. Cox shall deliver each Transit Traffic call to BA with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by BA and billing functions. In all cases where the Parties exchange billing records, each Party shall follow the Exchange Message Interface ("EMI") standard.</p> <p>7.3.3 Cox shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which it terminates Telephone Exchange Service traffic that transits BA's Tandem Office; such arrangements shall provide for direct interconnection by Cox with each such CLEC, ITC, CMRS carrier or other LEC, without the use of BA's Transit Service.</p> <p>7.3.4 (a) For Tandem Transit Traffic that (i) originates with Cox or a third party carrier, (ii) is delivered by Cox to BA, and (iii) is then delivered by BA to a third party carrier, Cox shall pay BA for Transit Service at the rates</p>	<p>Cox can opt-in to the terms of its interconnection agreement with BA in Rhode Island pursuant to the terms of the FCC's merger conditions on BA/GTE.</p> <p>BA subverts the plain meaning and intention of the Act by ignoring the FCC's instruction that CLEC's may choose their points of interconnection based on their own efficiencies. See 1st R&amp;O at ¶209.</p> <p>The Act does not require Cox to interconnect directly with other LECs -- Cox is allowed to interconnect directly or indirectly -- 47 U.S.C. § 251(a)(1) -- therefore Cox's indirect interconnection with other CLECs via BA is an implied obligation of the ILEC.</p> <p>BA attempts to negate Cox's right to request interconnection at any technically feasible point in BA's network. See 47 U.S.C. § 251(c)(2)(b).</p>	<p>BA wants to block delivery of Cox's transit calls destined to third party carriers.</p> <p>BA wants to require Cox to enter into interconnection agreements or "reciprocal tariffs" with third party carriers.</p> <p>BA wants to impose the terms of traffic exchange agreements between Cox and third party carriers.</p>
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#	Cox Language	BA Language	Cox's Position	BA's Position
	<p>Application Part (TCAP) message to facilitate full interoperability of those services supported by BA and billing functions. In all cases, Cox is responsible to follow the Exchange Message Record (EMR) standard and exchange records with both BA and the terminating LEC to facilitate the billing process to the originating network.</p> <p>7.3.4 BA agrees that it shall make available to Cox, at Cox's sole option, any Tandem Transit arrangement BA offers to another Telecommunications Carrier at the same rates, terms, and conditions provided to such other Telecommunications carrier.</p>	<p>specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on BA for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. For Tandem Transit Traffic that (i) originates with a third party carrier, (ii) is delivered by Cox to BA, and (iii) is then delivered by BA to a BA Customer, Cox shall pay BA the same amount that such third party carrier would have been obligated to pay BA for termination of that traffic at the location the traffic is delivered to BA by Cox.</p> <p>(b) For Tandem Transit Traffic that (i) originates with BA or a third party carrier, (ii) is delivered by BA to Cox, and (iii) is then delivered by Cox to a third party carrier, BA shall pay Cox for Transit Service at the rates specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on BA for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. For Tandem Transit Traffic that (i) originates with a third party carrier, (ii) is delivered by BA to Cox, and (iii) is then delivered by Cox to a Cox Customer, BA shall pay Cox the same amount that such third party carrier would have been obligated to pay Cox for termination of that traffic at the location the traffic is delivered to Cox by BA.</p> <p>7.3.5 Except as set forth in this Section 7.3.5, BA will not provide Tandem Transit Traffic Service for Tandem Transit Traffic that exceeds one (1) DS1 level volume of calls to a particular CLEC, ITC, CMRS carrier or other LEC for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months (the "Threshold Level"). At such time that Cox's Tandem</p>	<p>Although the Act does not expressly address tandem transit traffic, BA's refusal to transit CLEC-to-CLEC traffic through tandem switches would impliedly violate § 251(c)(2) of the Act.</p> <p>Only ILECs are required by the Act to negotiate and file ICAs. <i>See</i> 47 U.S.C. § 251(c)(1).</p> <p>BA's proposal to "at its sole discretion" block Cox's indirect interconnections with third-party LEC's subverts the FCC's finding that indirect connection satisfies a telecommunication carrier's duty to interconnect according to § 251(a)(1) of the Act. <i>See</i> 1st R&amp;O at ¶997.</p> <p>The decision to negotiate an ICA with a CLEC to whom Cox sends de minimis traffic is Cox's decision, not BA's – since all three carriers are fully compensated for transited traffic, BA's requirement that Cox undertake such a negotiation &amp; arrangement is an unnecessary (and expensive) burden;</p>	

#	Cox Language	BA Language	Cox's Position	BA's Position
		<p>Transit Traffic exceeds the Threshold Level, upon receipt of a written request from Cox, BA shall continue to provide Tandem Transit Service to Cox (for the carrier in respect of which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which the Threshold Level was reached for the subject carrier (the "Transition Period"). During the Transition Period, in addition to any and all Tandem Transit Traffic rates and charges as provided in Section 7.3.4 hereof, Cox shall pay BA (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto. At the end of the Transition Period, BA may, in its sole discretion, terminate Tandem Transit Traffic Service to Cox with respect to the subject third party carrier, provided however, that if Cox has (i) exercised its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement with such subject carrier; and (ii) through no fault of Cox such subject carrier has failed to enter into such an arrangement; and (iii) immediately upon the conclusion of the Transition Period, Cox files a petition with the Commission (with a copy provided to BA on the same date) to establish reciprocal Telephone Exchange Service traffic arrangements with the subject third party carrier, then BA will not terminate the Transit Traffic Service until the Commission has ruled on such petition. If, at the end of the Transition Period BA does not terminate the Transit Traffic Service to Cox, Cox shall pay BA (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto.</p>	<p>Cox is permitted to complete traffic destined to other carriers using methods not addressed in the ICA (e.g., via competitive Tandem providers or via FG-D) – none of which require the 'arrangements' or 'tariffs' envisioned by BA.</p>	

#	Cox Language	BA Language	Cox's Position	BA's Position
		<p>7.3.6 Except as otherwise provided in Section 7.3.5 hereof, if Cox does not implement and provide notice to BA of the implementation of the reciprocal Telephone Exchange Service arrangement as specified in Section 7.3.3 above within one hundred eighty (180) days of the initial traffic exchange with the relevant third party carrier(s), then, in addition to any and all Tandem Transit Service rates and charges provided for in this Agreement, Cox shall pay BA the monthly Transit Service Billing Fee, as set forth in Exhibit A hereto, for each such carrier in respect of which Cox has not entered into such an arrangement.</p> <p>7.3.7 If or when a third party carrier's Central Office subtends a Cox Central Office then Cox shall offer to BA a service arrangement equivalent or the same as Transit Service provided by BA to Cox as defined in this Section 7.3 such that BA may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends a Cox Central Office ("Reciprocal Transit Service"). Cox shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 7.3. Cox shall also require such third party carrier to exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual tariffs) with BA. Cox shall not take any action that would preclude BA from establishing direct interconnection arrangements with any third party carrier.</p> <p>7.3.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange</p>		

#	Cox Language	BA Language	Cox's Position	BA's Position
		arrangement (either via written agreement or Tariff) with any CLEC, ITC, CMRS carrier or other LEC to which it terminates traffic.		
6.2	[Propose to delete. See 7.3.1 above.]	1.68 "Tandem Transit Traffic" or "Transit Traffic" means Telephone Exchange Service traffic that originates or terminates on Cox's network, and is transported through a BA Tandem to or from the Central Office of a CLEC, ITC, Commercial Mobile Radio Service ("CMRS") carrier, or other Local Exchange Carrier ("LEC"), that subtends the relevant BA Tandem to or from which Cox delivers or receives such traffic. Pursuant to Section 7.3.7, Transit Traffic may also mean Telephone Exchange Service traffic that originates or terminates on BA's network, and is transported through a Cox Tandem to or from the Central Office of a CLEC, ITC, CMRS carrier, or other LEC, that subtends the relevant Cox Tandem to which BA delivers or receives such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Exchange Access Service traffic is not Tandem Transit Traffic.	See above.	
6.3	<p><b>SCHEDULE 4.2</b> 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.</p> <p>3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to: (a) Cox, at the Cox-IP in which the Traffic is to terminate.</p>	<p><b>SCHEDULE 4.2</b> 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.</p> <p>3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to: (a) Cox, at the Cox-IP in which the Traffic is to terminate. (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.</p>	See above.	

#	Cox Language	BA Language	Cox's Position	BA's Position
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**7. BA's future interLATA traffic should not be sent to Cox on traffic exchange trunks.**

7.1	[Propose to Delete]	<p><b>4.3.7</b> Under any of the architectures described in this subsection 4.2, and subject to mutual agreement between the Parties, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic that originates with one Party's customer and is delivered by that Party directly to the other Party without any intervening carrier. Such traffic shall be handled in accordance with the terms contained in Section 5 and pursuant to the other Party's Switched Exchange Access Service Tariffs. The other Party's Switched Exchange Access Service rates shall apply to such facilities.</p>	<p>Should BA be granted 271 relief, Cox will handle BA's InterLATA Toll in the same manner it handles all other InterLATA traffic, i.e., via FGD trunking (direct) or via the (common) meet point trunks.</p> <p>BA's delivery of FGD traffic over Traffic Exchange trunks would harm Cox's ability to bill BA for terminating 800 traffic and would allow BA to avoid paying Cox's tariffed FGD installation NRCs.</p>	<p>BA wants its Exchange Access traffic be handled outside the context of Cox's access tariff, thereby exempting BA from non-recurring charges that apply to such charges.</p>
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**8. BA may not be permitted to treat dial-up calls to Internet service providers ("ISPs") as non-compensable traffic for purposes of reciprocal compensation; BA may not impose infeasible methods for determining toll versus local traffic.**

8.1	<p><b>1.40</b> "Local Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network within a given local calling area, or expanded area service ("EAS") area (based on the rate center point of the originating and terminating NPA-NXXs of the callers), as defined in BA's effective Customer Tariffs. For the purposes of Reciprocal Compensation, Local Traffic includes Internet Traffic.</p>	<p><b>1.40</b> "Local Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network within a given local calling area, or expanded area service ("EAS") area, as defined in BA's effective Customer Tariffs. For the purposes of Reciprocal Compensation, Local Traffic does not include any Internet Traffic.</p>	<p>See below.</p>	<p>BA wants to exempt ISP-bound traffic from "Local Traffic" for the purposes of reciprocal compensation</p>
8.2	<p><b>5.7.1</b> ... The designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the originating and terminating NPA-NXXs of the complete end-to-end communication. Reciprocal</p>	<p><b>5.7.1</b> ... The designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the originating and terminating points of the complete end-to-end communication.</p>	<p>NXX-to-NXX is the only way (and the industry standard way) of determining jurisdiction – Cox's language just adds</p>	

#	Cox Language	BA Language	Cox's Position	BA's Position
	<p>Compensation shall apply to Internet Traffic handed off from one Party to the other Party via the switched network for delivery to an Internet Service Provider ("ISP") for carriage over the Internet..</p>		<p>precision to the definition.</p> <p>The Act does not single out types of traffic to be excluded from reciprocal compensation, §(251(b)(5).</p> <p>The SCC has previously ruled that ISP traffic IS subject to recip comp. See Cox Petition re ISP compensation, PUC970069, 10/24/97.</p> <p>The Federal Circuit vacated and remanded the FCC's February, 1999, Declaratory Ruling in which it had adopted a "two call" theory for calls to ISPs. See <i>Bell Atlantic v. FCC</i>, 206 F.3d 1 (D.C. Cir. 2000).</p>	
8.3	<p><b>5.7.4</b> The designation of traffic as Local or IntraLATA Toll for purposes of compensation shall be based on the horizontal and vertical coordinates associated with the originating and terminating NPA-NXXs of the call, regardless of the carrier(s) involved in carrying any segment of the call.</p>	<p>[Propose to Delete]</p>	<p>NXX-to-NXX is the only way (and the industry standard way) of determining the toll v. local characteristics of a given call – Cox's language adds precision to the definition</p>	

**9. BA may not require that Cox engineer and/or forecast BA's trunk groups.**

9.1	<p><b>10.3.1</b> The Parties shall work towards the development of joint forecasting responsibilities for projecting traffic utilization over all trunk groups between the Parties. Cox forecast information (regarding traffic demand from Cox's to BA's network) must be provided by Cox to BA twice a year. At BA's option, BA forecast information (regarding</p>	<p><b>10.3.1</b> Trunk Administration. For Traffic Exchange Trunk groups, Cox will be responsible for monitoring traffic loads and service levels on the one-way trunk groups carrying traffic from Cox to BA; and BA will be responsible for monitoring traffic loads and service levels on the one-way trunk groups carrying traffic from BA to Cox. Cox will</p>	<p>Cox refuses to forecast BA's outbound traffic for BA: Cox hasn't the tools (e.g., engineering data) to do so; and Cox will not take on the additional expense of doing this for BA.</p>	<p>BA wants Cox to engineer and forecast BA's interconnection with Cox.</p>
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#	Cox Language	BA Language	Cox's Position	BA's Position
	<p>traffic demand from BA's to Cox's network) may be provided by BA to Cox twice a year. The semi-annual forecasts shall include:</p> <p>(a) Yearly forecasted trunk quantities for a minimum of three (current and plus-1 and plus-2) years;</p> <p>(b) The use of Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for Cox-IP's and BA-IP's), interface type (e.g., DS1), and trunks in service each year (cumulative).</p> <p><b>10.3.2</b> In addition, BA and Cox shall exchange trunk engineering information twice a year regarding any major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.</p> <p><b>10.3.3</b> If differences in semi-annual forecasts, or expectations regarding anticipated trunking demand of the Parties vary by more than 24 additional (DS-0) trunks for each Traffic Exchange and Access Toll Connecting trunk group, the Parties shall meet to reconcile the forecast to within 24 (DS-0) trunks.</p>	<p>determine the sizing and timing of new trunk groups and trunk group additions for trunk groups carrying traffic from Cox to BA. BA will determine the sizing and timing of new trunk groups and trunk group additions for trunk groups carrying traffic from BA to Cox. When Cox is aware of unusual events affecting the volume of traffic and required trunks in either direction (e.g., Cox signs up a new Information Services Provider), Cox will contact BA to plan and implement (if necessary) new trunk groups and trunk group additions.</p> <p><b>10.3.2 Trunk Forecasts.</b> Within ninety (90) days of the Effective Date, Cox shall provide BA a two (2) year traffic forecast of all Traffic Exchange Trunk groups over the next eight (8) quarters in accordance with the BA CLEC Interconnection Trunking Forecast Guide. Because the Customer segments and service segments within Customer segments to whom Cox markets its services are the most significant factors affecting the number of trunks needed to handle traffic volume in both directions, the Cox trunk forecast will include trunk groups carrying traffic from Cox to BA, and trunk groups carrying traffic from BA to Cox. Cox's forecast shall be updated and provided to BA on an as-needed basis but no less frequently than semiannually. Cox's forecast shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for Cox-IP's and BA-IP's), interface type (e.g., DS1), and trunks in service each year (cumulative). BA agrees that such forecasts shall be subject to the confidentiality provisions defined in Section :</p>	<p>Cox's proposal is consistent with industry practice (and consistent with BA's ICA with GTE in VA).</p>	

#	Cox Language	BA Language	Cox's Position	BA's Position
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10. BA may not monitor or audit Cox's access to and use of customer propriety network information made available to Cox through the interconnection agreement.

10.1	[Propose to Delete]	<p>18.3.4 BA shall have the right to monitor and/or audit Cox's access to and use and/or disclosure of Customer Proprietary Network Information that 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 such access, use, and/or disclosure. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor Cox's access to and use of Customer Proprietary Network Information that is made available by BA to Cox pursuant to this Agreement.</p>	<p>Cox is bound Law and by this Agreement regarding Cox's use of CPNI and refuses to grant BA oversight in Cox's day-to-day compliance with same.</p> <p>BA has not been granted authority (and has no responsibility) to monitor Cox's compliance with the law and the ICA.</p> <p>Cox views this as harassment and an impediment to its right to obtain CPNI from BA (as required by law).</p>	BA wants to monitor Cox's access to and use of CPNI.
10.2	[Propose to delete.]	<p>[Schedule 11.7 OSS] 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.</p> <p>[Schedule 11.7 OSS] 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</p>	See above.	See above.

#	Cox Language	BA Language	Cox's Position	BA's Position
		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.		

**11. BA may not place caps on the rates and charges that Cox may assess for its services, facilities and arrangements.**

11.1	[Propose to Delete]	20.3 ...; provided, further that Cox may not charge BA a rate higher than the BA rates and charges for the same services, facilities and arrangements.	Such a limitation on Cox's rates is not supported by the Act or state regulation.	BA wants to place caps on the rates and charges that Cox may access.
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**12. BA may not lawfully impose a statement of generally available terms and conditions as a default mechanism upon the termination of the renewal agreement being negotiated by the parties.**

12.1	22.3 Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, in advance of the date of termination. In the event of such termination the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under the terms of this Agreement on a month-to-month basis until the Effective Date of the new agreement.	22.3 Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, but not greater than nine (9) months, in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a new interconnection agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under	Cox has agreed (in 22.4) to lock-in 252 negotiations upon request – if 252 process does not result in a new ICA w/in timeframe anticipated, adoption of an SGAT-like arrangement would create for Cox (and only Cox) a significant burden in attempting to (temporarily) conform to additional terms & conditions not negotiated or agreed to by Cox. BA does not yet have an approved SGAT on file with the Commission, so Cox should not be compelled to adopt unseen and untested	BA wants Cox to temporarily reconfigure its existing interconnection arrangement with BA while negotiating a renewal agreement under the Act.
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#	Cox Language	BA Language	Cox's Position	BA's Position
		the terms of this Agreement on a month-to-month basis until such time as a new agreement is entered into, or if no agreement is entered into, until (a) or (b) becomes available.	provisions.	

**13. BA may not summarily terminate Cox's access to OSS for Cox's failure to cure its breach of §§ 1.5 or 1.6.**

13.1	<p><b>[Schedule 11.7 OSS] 1.7.1</b> 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.</p>	<p><b>[Schedule 11.7 OSS] 1.7.1</b> 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 BA. 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 BA, then, except as otherwise required by Applicable Law, 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.</p>	<p>Cox believes that BA's proposal to suspend Cox's access to BA's OSS is too severe – the effect of such suspension too great. The standard termination clause should apply.</p> <p>If BA fears system harm (such that OSS integrity or access to OSS is threatened or impacted) other sections of the ICA, i.e., 9.3 Repeated or Willful Interference or Impairment provide mechanism for immediate (or near term) protection of the OSS.</p>	<p>BA wants to terminate Cox's access to BA's OSS by employing processes and timeframes shorter than those agreed to by both parties for all other instances of alleged non-compliance.</p>
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528749

**Intercarrier Compensation Proposal**

**For**

**Cox Virginia Telcom, Inc.**

This proposal contains a comprehensive set of changes to the Draft Interconnection Agreement provided to Cox on \_\_\_\_\_. As such, this proposal is an integrated package that that is intended to reflect a balancing of the Parties' interests with respect to reciprocal compensation and network architecture.

1. ***Delete Section 1.41 and insert the following new Section 1.41:***

1.41 "Local Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network, within a given local calling area, or expanded area service ("EAS") area, as defined in BA's effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission. Local Traffic does not include any Internet Traffic (as such term is hereinafter defined).

2. ***Retain the following definition of "Internet Traffic":***

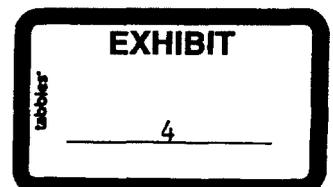
1.xx "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of a transmission.

3. ***Add a new Section 1.xx as follows:***

1.xx "Compensable Internet Traffic" means dial-up switched Internet Traffic that is originated by an end-user subscriber of one Party, is transmitted by that Party to the switched network of the other Party, and then is handed off by that Party to an Internet Service Provider which has been assigned a telephone number or telephone numbers within an NXX or NXXs which are local to the originating end-user subscriber. Internet Traffic over which telephony is conducted is not Compensable Internet Traffic.

4. ***Delete Section 1.60 (definition of Reciprocal Compensation).***

5. ***Add a new Section 1.xx as follows:***



1.xx “Intercarrier Compensation” refers to the remuneration received by one Party (the “Receiving Party”) to recover its costs for receiving and terminating Local Traffic or receiving and handing off Compensable Internet Traffic that originates on the network of the other Party (the “Originating Party”).

**6. Delete Section 4.1.4 and insert the following new Section 4.1.4:**

**4.1.4 Geographic Relevance**

4.1.4.1 Interconnection Points. The Parties shall establish physical Interconnection Points (“IPs”) at the locations designated on Schedule 4.0, which shall be revised from time to time in accordance with the requirements of this Section. Each Party, as an Originating Party, may request that the other Party, as a Receiving party, establish IPs on the Receiving Party’s network that are geographically-relevant to the NXXs (and associated rate centers) that are assigned by the Receiving Party. In the case of BA as a Receiving Party, to the extent Cox requests BA to establish a geographically-relevant IP in addition to the BA-IPs at the BA Tandems, the geographically-relevant IP shall be the BA end office serving the Customer for whom the traffic is intended. In the case of Cox as a Receiving Party, BA may request, and Cox will then establish, geographically-relevant IPs by establishing a Cox-IP at a Collocation site at each BA Tandem in a LATA (or, in the case of a single Tandem LATA, at each BA End Office Host), for those NXXs serving equivalent BA rate centers which subtend the BA Tandem (or BA End Office Hosts). In any LATA in which BA agrees that Cox may meet its obligation to establish geographically relevant IPs through a Collocation site at fewer than all of the BA Tandems (or BA End Office Host) in a LATA, including the LATAs identified in Schedule 4.0, then BA shall determine and advise Cox as to which Cox-IP established at a Collocation site (or other available Cox-IP) BA will deliver traffic from each relevant originating rate center or other originating location.

If Cox fails to establish a geographically-relevant IP as provided herein within a commercially reasonable time, then Cox shall bill and BA shall pay only the applicable Intercarrier Compensation Rate for the relevant NXX, as set forth in Section 5.7 below, less BA’s monthly recurring rate for unbundled dedicated interoffice transport from BA’s originating End Office to Cox’s IP.

Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such Cox-IP is not located at a Collocation site at a BA Tandem (or BA End Office Host), then Cox shall permit BA to establish physical interconnection at the Cox-IP, to the extent such physical interconnection is technically feasible.

At any time that Cox establishes a Collocation site at a BA End Office, then either Party may request that such Cox Collocation site be established as the Cox-IP for traffic originated by BA Customers served by that End Office. Such request shall be negotiated pursuant to the Joint Grooming Plan process, and approval shall not be unreasonably withheld or delayed. To the extent that the Parties have already implemented network interconnection in a LATA, then upon BA's request for a geographically-relevant Cox-IP, the Parties shall negotiate a mutually-acceptable transition process and schedule to implement the geographically-relevant IPs. If Cox should fail to establish an IP at an end office Collocation site pursuant to BA's request, or if the Parties have been unable to agree upon a schedule for completing a transition from existing arrangements to geographically relevant Cox-IPs or to an end office Collocation site Cox-IP within sixty (60) days following BA's request, Cox shall bill and BA shall pay the applicable Intercarrier Compensation Rate for the relevant NXX, as set forth in Section 5.7 below, less BA's monthly recurring rate for unbundled dedicated interoffice transport from BA's originating End Office to the Cox-IP.

Should Cox choose to obtain transport from BA for Local and Compensable Internet Traffic from a Cox-IP at a Collocation site to another Cox location, BA shall bill and Cox shall pay, the applicable unbundled dedicated interoffice transport and channel termination rates set forth herein.

**4.1.4.2 Trunking Architecture.** The Originating Party must establish direct trunking to a Receiving Party's end office (which may have a Tandem-routed overflow) by self-provisioning, purchasing transport rated as unbundled dedicated interoffice transport from the Receiving Party, or purchasing from a third party if the Local and Compensable Internet Traffic destined for that end office exceeds the equivalent of one DS1 for any three (3) months during any six (6) month period. For purposes of this paragraph, BA shall satisfy its end office trunking obligations by handing off traffic to a Cox-IP. Should Cox fail to comply with this end office trunking requirement, then the Intercarrier Compensation rate to be paid by Cox shall be determined as follows: (i) for direct (non-switched) end office trunks delivered to BA at the BA Tandem Wire Center that is subtended by the BA end office serving the Customer location receiving the call, Cox shall pay the applicable Intercarrier Compensation rate then in effect pursuant to Section 5.7.3, plus \$.0007 per minute of use; and (ii) for Tandem-switched trunks delivered to BA at the BA Tandem Wire Center that is subtended by the relevant BA end office, Cox shall pay the Tandem Office Reciprocal Call Termination Rate as set forth in Exhibit A hereto; provided, however, that in the event Cox has properly forecasted and ordered the required trunking from BA and BA has been unable to provision the ordered trunking, Cox shall not be obligated to pay the higher Tandem Office rate until BA is able to provide the requested trunking.

**7. *Delete Section 5.7 and replace it with the following new Section 5.7:***

**5.7 Intercarrier Compensation Arrangements – Section 251(b)(5)**

The provisions of this Section 5.7 govern the payment of Intercarrier Compensation between the Parties. The Parties intend and agree that the Originating Party's payment of Intercarrier Compensation to the Receiving Party in accordance with the terms of this Agreement shall fulfill the Originating Party's obligation under Section 251(b)(5) of the Act to pay reciprocal compensation to the Receiving Party for termination of Local Traffic, and shall further fulfill any obligation the Originating Party may have to compensate the Receiving Party for receiving and handing off Internet Traffic. BA's delivery of traffic to Cox that originates with a third carrier is addressed in Section 7.3. Where Cox delivers traffic to BA that originates with a carrier other than Cox, except as may be set forth herein or subsequently agreed to by the Parties, Cox shall pay BA the same amount that such carrier would have paid BA for termination of that traffic at the location the traffic is delivered to BA by Cox. Compensation for the transport and termination of traffic not specifically addressed in this subsection shall be as provided elsewhere in this Agreement, or if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic.

5.7.1 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as local in its Customer Tariffs.

5.7.2 Each Party shall pay Intercarrier Compensation to the other Party at equal and symmetrical rates, as provided in Section 5.7.3 below, on condition that the other Party continues to fulfill its obligations under Section 4.1.4. These rates are to be applied at the Cox-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by Cox. Except as otherwise expressly stated in this Agreement, no additional charges, including port or transport charges, shall apply for receiving and terminating Local Traffic or receiving and handing off Compensable Internet Traffic delivered to the BA-IP or the Cox-IP. When Local Traffic or Compensable Internet Traffic is exchanged over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic.

5.7.3 Subject to the conditions set forth in Section 5.7.6 below, and in consideration of the Parties' having agreed to the physical architecture commitments set forth in Section 4.1.4 above, the Originating Party shall compensate the Receiving Party as follows:

5.7.3.1 For Local Traffic and Compensable Internet Traffic delivered by the Originating Party to the Receiving Party during the period from and including February 1, 1999 to and including December 31, 1999, the Originating Party shall compensate the Receiving Party at a rate equal to the lesser of \$.003 per minute of use or the applicable Reciprocal Call Termination rates in effect forty-five (45) days prior to the effective date of this Agreement.

5.7.3.2 For Local Traffic and Compensable Internet Traffic delivered by the Originating Party to the Receiving Party during the period from and including January 1, 2000 to and including March 31, 2000, the Originating Party shall compensate the Receiving Party at a rate equal to the lesser of \$.0025 per minute of use or the applicable

Reciprocal Call Termination rates in effect forty-five (45) days prior to the effective date of this Agreement.

5.7.3.3 For Local Traffic and Compensable Internet Traffic delivered by the Originating Party to the Receiving Party during the period from and including April 1, 2000 to and including June 30, 2000, the Originating Party shall compensate the Receiving Party at a rate equal to the lesser of \$.002 per minute of use or the applicable Reciprocal Call Termination rates in effect forty-five (45) days prior to the effective date of this Agreement.

5.7.3.4 For Local Traffic and Compensable Internet Traffic delivered by the Originating Party to the Receiving Party during the period from and including July 1, 2000 to and including September 30, 2002, the Originating Party shall compensate the Receiving Party at a rate equal to the lesser of \$.0015 per minute of use or the applicable Reciprocal Call Termination rates in effect forty-five (45) days prior to the effective date of this Agreement; provided, however, that during any month after January 1, 2001 in which the balance of traffic (including both Local Traffic and Internet Traffic) between the Originating Party and the Receiving Party exceeds a ratio of 10:1, then the rate to be paid by the Originating Party to the Receiving Party in that month for all traffic in excess of said 10:1 ratio shall be the lesser of \$.0012 per minute of use or the applicable Reciprocal Call Termination rates in effect forty-five (45) days prior to the effective date of this Agreement.

5.7.4 Each Party reserves the right to assert in any appropriate forum that Internet Traffic generated in connection with the provisioning of telephony ("Internet Telephony"), such as a connection capable of real-time two-way telephonic communication between two or more locations other than the ISP location, is subject to a different compensation structure (such as, for example, exchange access) than the compensation structure specified in this Section 5.7. The Parties agree to abide by any legally effective order of the FCC, the Commission or a court of competent jurisdiction regarding the compensation structure applicable to Internet Telephony.

5.7.5 The Intercarrier Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service, InterLATA or IntraLATA Toll Traffic, or Internet Traffic other than Compensable Internet Traffic. All Switched Exchange Access Service and all Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs. In addition, the Intercarrier Compensation arrangements set forth in this Agreement are not applicable to special access, private line or any other traffic that is not switched by the Receiving Party.

5.7.6 If the FCC or the Commission issues an order that establishes a mechanism and rates for telecommunications carriers to compensate one another for the exchange of Local Traffic and Compensable Internet Traffic in the Commonwealth of Virginia (such mechanism and rates, the "Regulatory Intercarrier Compensation Scheme") and such order is effective and not subject to judicial or administrative stay, then either Party may elect, in accordance with a written notice from such Party, to adopt the Regulatory Intercarrier

Compensation Scheme, which election shall be memorialized in a writing signed by the Parties; *provided, however*, that the Regulatory Inter-carrier Compensation Scheme shall be effective prospectively only, to have effect from the date of the written notice identified in this paragraph above; *provided, further*, that such order either must provide that the Regulatory Inter-carrier Compensation Scheme applies to Compensable Internet Traffic or must expressly prescribe discrete rates that apply to traffic that is substantially out of balance, in which case the Regulatory Inter-carrier Compensation Scheme adopted by Cox must replicate the entire rate structure that applies to the various levels of traffic imbalance set forth in such order; *provided, further*, that if a Party's adoption of the Regulatory Inter-carrier Compensation Scheme would cause the Inter-carrier Compensation rate then in effect under Section 5.7.3 hereof to decrease or increase by less than fifteen percent (15%), then neither Party may elect to adopt the Regulatory Inter-carrier Compensation Scheme; and *provided, further*, that, after its adoption, the Regulatory Inter-carrier Compensation Scheme shall apply only to Compensable Internet Traffic. Except as set forth in this paragraph, each Party irrevocably waives, with respect to the other Party, any and all rights that may have accrued to it prior to October 31, 2002 under Section 252(i) of the Communications Act or any other applicable law or regulation to adopt the terms of any other interconnection agreement, law, regulation, order or arbitration award relating to (i) Inter-carrier Compensation, reciprocal compensation or similar compensation mechanisms; and (ii) physical interconnection architecture.

5.7.7 The designation of Traffic as Local or Toll for purposes of compensation shall be based on the actual originating and terminating points of the complete end-to-end call, regardless of the carrier(s) involved in carrying any segment of the call.

5.7.8 Each Party reserves the right to measure and audit all Traffic to ensure that proper rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data or permit the other Party's recording equipment to be installed for sampling purposes in conjunction with any such audit.

5.7.9 The Parties will engage in settlements of alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in Virginia in accordance with the terms of an appropriate IntraLATA Telecommunications Services Settlement Agreement between the Parties substantially in the form appended hereto as Exhibit D.

**8. Change all references to "Reciprocal Compensation" to read "Inter-carrier Compensation".**

**Summary - Open Issues**  
Current as of 7-26-00

Cox Proposed Language	BA Proposed Language
<p>11.1 BA shall offer to Cox nondiscriminatory access to Network Elements as set forth in Sections 11.x through 11.xx on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement and all Applicable Law.</p>	<p>11.1 In accordance with, but only to the extent required by, Applicable Law, BA shall offer to Cox nondiscriminatory access to Network Elements as set forth in this Section 11 on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms, conditions and provisions of this Agreement.</p>
<p>11.1.2 To the extent that BA is required by a change in Applicable Law to provide a Network Element on an unbundled basis to Cox, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element 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 BA (a "BA 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 the Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element 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 Applicable Law. In the absence of a BA UNE Tariff, to the extent that BA is required by Applicable Law to provide a Network Element to Cox, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element 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 this Agreement. In the absence of a BA UNE Tariff and if there is a conflict between the terms and provisions of this Agreement and Applicable Law governing the provision of a Network Element, prior to BA's provision of such Network Element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to this Agreement so that the Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network</p>	<p>11.1.2 To the extent that BA is required by a change in Applicable Law to provide a Network Element on an unbundled basis to Cox, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element 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 BA (a "BA 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 the Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element 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 Applicable Law and the BA UNE Tariff. In the absence of a BA UNE Tariff, to the extent that BA is required by Applicable Law to provide a Network Element to Cox, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element 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 this Agreement. In the absence of a BA UNE Tariff and if there is a conflict between the terms and provisions of this Agreement and Applicable Law governing the provision of a Network Element, prior to BA's provision of such Network Element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to this Agreement so that the Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and</p>

Cox Proposed Language	BA Proposed Language
<p>element and stating when and where the network element 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 such Applicable Law.</p>	<p>conditions defining the network element and stating when and where the network element 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 such Applicable Law.</p>
<p>11.3 Subject to Section 11.1 and subsection 11.8, BA shall allow Cox to access the following Loop types (in addition to those Loops available under applicable Tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this subsection 11.23, and Applicable Law.</p>	<p>11.3 Subject to Section 11.1 and subsection 11.8, BA shall allow Cox to access the following Loop types (in addition to those Loops available under applicable Tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this subsection 11.23</p>
<p>11.9.2 BA shall provide Cox access to its Loops at each of BA'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, BA 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, BA 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 BA 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 BA'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, BA's standard provisioning intervals shall not apply to Loops provided under this subsection 11.9.2.</p>	<p>11.9.2 BA shall provide Cox access to its Loops at each of BA'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, BA 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, BA 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 BA 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 BA'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, BA's standard provisioning intervals and the Performance Measurement Results set forth in subsection 26, respectively, shall not apply to Loops provided under this subsection 11.9.2</p>
<p>[Propose to delete.]</p>	<p>11.9.6 If as the result of Cox Customer actions (i.e., Customer Not Ready ("CNR")), BA cannot complete requested work activity when a technician has been dispatched to the Cox Customer premises, Cox will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in Exhibit A and the Premises Visit Charge as specified in BA's applicable retail Tariff.</p>
<p>11.10.2 A Network Element obtained by Cox from BA 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.</p>	<p>11.10.2 A Network Element obtained by Cox from BA under this subsection 11.10 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.</p>
<p>11.11.4.1(i) If BA requests to reschedule outside of</p>	<p>11.11.4.1(i) If BA requests to reschedule outside of</p>

Cox Proposed Language	BA Proposed Language
<p>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 and</p>	<p>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</p>
<p>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 BA is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, BA and Cox will reschedule and BA will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.</p>	<p>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 BA is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, BA and Cox will reschedule and, upon request from Cox, BA will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.</p>
<p>11.13.2.1 Subject to Applicable Law, Cox may order and BA 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 BA 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.</p> <p>11.13.2.2 Cox may order from BA multiple individual Network Elements on a single order without the need to have Cox send an order for each such Network Element if such Network Elements are (i) for a single type of service, (ii) for a single location and (iii) for the same account.</p> <p>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.</p> <p>11.13.2.4 To the extent required by Applicable Law, BA shall provide unbundled Network Elements in a manner that allows Cox to combine</p>	<p>[Provided to BA7-29; awaiting BA response a/o 7-26-00.]</p>

Cox Proposed Language	BA Proposed Language
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<p>such elements in order to provide Telecommunications Service.</p> <p>11.13.4 Conversion of Special Access to Loop-Transport Combinations.</p> <p>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. Bell Atlantic 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:</p> <p>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 Bell Atlantic Central Office. This option does not allow loop-transport Combinations to be connected to Bell Atlantic's tariffed services. Under this option, Cox is the Customer's only local service provider.</p> <p>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 Bell Atlantic Central Office. This option does not allow loop-transport Combinations to be connected to Bell Atlantic's tariffed services.</p> <p>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</p>	<p>[Provided to BA 7-19; awaiting BA response a/o 7-26-00.]</p>
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Cox Proposed Language	BA Proposed Language
<p>DS1 circuits must meet these criteria. This option does not allow loop-transport Combinations to be connected to Bell Atlantic's tariffed services. Under this option only, Collocation is not required.</p>	
<p>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 Bell Atlantic will not rearrange such facilities in connection with a conversion.</p>	<p>[Provided to BA 7-19; awaiting BA response a/o 7-26-00.]</p>
<p>11.13.4.3 Bell Atlantic has the right to audit to confirm Cox's compliance with the local usage requirements. Bell Atlantic 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 Bell Atlantic if the audit uncovers noncompliance with the local usage options. Such an audit by BA will only be undertaken when BA 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. Bell Atlantic 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. Bell Atlantic will not conduct more than one audit of Cox in any calendar year unless the audit finds noncompliance.</p>	<p>[Provided to BA 7-19; awaiting BA response a/o 7-26-00.]</p>
<p>11.14.1 BA 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 BA is developing the Rates and BA has not finished developing the Rates as of the Effective Date. When BA finishes developing a Rate, BA shall notify Cox in writing of such proposed Rate in accordance with, and subject to, the notices provision of this Agreement. Such notice by BA 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, BA shall bill Cox, and Cox shall pay to BA, 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.</p>	<p>11.14.1 BA 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 BA is developing the Rates and BA has not finished developing the Rates as of the Effective Date. When BA finishes developing a Rate, BA shall notify Cox in writing of such Rate in accordance with, and subject to, the notices provision of this Agreement and thereafter shall bill Cox, and Cox shall pay to BA, 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. Any notice provided by BA to Cox pursuant to this Section 11.14.1 shall be deemed to be a part of Exhibit A immediately after BA sends such notice to Cox and thereafter.</p>

Cox Proposed Language	BA Proposed Language
<p>19.1.4 BA will treat Cox's Directory Listings information as Proprietary Information, in accordance with Section 28.4.2. Cox's Directory Listings information. The Parties acknowledge that to the extent Cox's Directory Listings information is included in BA's directory publications and its databases for directory assistance-type services, Cox's Directory Listings information will not be treated as Proprietary Information.</p>	<p>19.1.4 BA will treat Cox's Directory Listings information as Proprietary Information, in accordance with Section 28.4.2. For purposes of this Agreement, Cox's Directory Listings Information means subscriber name, address and telephone number information together with information that identifies the subscriber as a Customer of Cox. Subscriber name, address and telephone number information that does not identify the subscriber as a Customer of Cox is not Proprietary Information.</p>
<p>26.2.1 To the extent required by the FCC Order in "<u>In the Matter of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control</u>," Memorandum Opinion and Order, FCC CC Docket No. 98-184, (June 16, 2000), BA shall provide performance measurement results ("Performance Measurement Results") to Cox.</p>	<p>26.2.1 To the extent required by Appendix D, Section V, "Carrier-to-Carrier Performance plan (Including Performance Measurements)," and Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of "<u>In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License</u>," Memorandum Opinion and Order, FCC CC Docket No. 98-184, (June 16, 2000), as amended from time to time, BA shall provide performance measurement results to Cox.</p>
<p>26.2.2 The Parties agree that the information in the Performance Measurement Results is confidential and proprietary, and shall be used by The Parties solely for internal performance assessment purposes, for purposes of joint Cox and BA assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protective order, for the sole purpose of enforcing BA's obligations hereunder. The Parties shall not otherwise disclose this information to third parties.</p>	<p>[Propose to delete.]</p>
<p>26.2.3 The Parties agree Performance Measurement Results adopted in this Agreement may be renegotiated to reflect the outcome of the Commission's proceedings in docket PUC 960111 and related dockets.</p>	<p>26.2.2 Upon request by either Party, to the extent required by Applicable Law, the Parties shall negotiate in good faith any amendment to this Agreement that is required to implement an order of the Commission in Case No.PUC000026 adopting a carrier-to-carrier service quality performance assurance plan.</p>
<p>27.4 Notwithstanding anything herein to the contrary, if, as a result of any final decision, final order or final determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that either Party is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided hereunder, then the providing Party may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination, as follows: the Parties agree to work cooperatively to develop an</p>	<p>27.4 Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Cox hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to Cox, unless a different notice period or different conditions are</p>