28.13.4 Level 3 agrees that the rights granted by BA hereunder shall, where applicable, be subject to the restrictions, if any, contained in any current software license agreements between BA and BA's software vendors. If BA asserts any such restrictions, BA shall provide written notice thereof to Level 3, and upon receipt of written request by Level 3, BA shall provide a copy of the applicable restrictive provisions in the subject license agreement(s), except to the extent that BA is prohibited from doing so by a confidentiality obligation; provided, however, that in the case of such a confidentiality obligation, BA shall exercise commercially reasonable best efforts to make a copy of the subject license agreement(s) available to Level 3, although in no event shall BA be required to expend funds or undertake any additional obligations to make such information available to Level 3. Level 3 acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to Level 3; provided, however, BA agrees that it shall comply with the requirements, if any, of Applicable Law with respect to making efforts to secure intellectual property rights from third parties necessary for Level 3 to make use of BA services and facilities.

28.14 Technology Upgrades

Notwithstanding any other provision of this Agreement, BA shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that BA, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Level 3's ability to provide service using certain technologies. Nothing in this Agreement shall limit BA's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Level 3 shall be solely responsible for the cost and effort of accommodating such changes in its own network. BA shall, however, notify Level 3 in writing of any technology upgrades that would materially affect BA's provision of services or facilities hereunder, as soon as reasonably possible after the decision is made to implement such upgrades, so that Level 3 will have reasonable time to make alternative arrangements as necessary. In no event shall such notice be less than sixty (60) days in advance of the upgrade to be implemented by BA.

28.15 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (including, without limitation, the obligation to pay amounts owed hereunder (to include indemnification obligations) and the obligation to protect the other Party's Proprietary Information) shall survive the termination or expiration of this Agreement.

28.16 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs, and other documents or instruments referred to herein that are incorporated into this Agreement by this reference constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any and all understandings, proposals and other communications, oral or

written regarding such subject matter that have been made or entered into prior to the Effective Date hereof, November 1, 2000. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

28.17 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

28.18 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

28.19 Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

28.20 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

28.21 Cooperation With Law Enforcement

BA may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by BA hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. BA shall not have the obligation to inform the Customers of Level 3 of such law enforcement requirements, except to the extent required by Applicable Law. BA will inform Level 3 of such law enforcement requirements, unless an appropriate governmental authority requests that notice to Level 3 be withheld, or such disclosure is otherwise inconsistent with Applicable Law. Where a law enforcement requirement relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, BA may take measures to prevent CLECs from obtaining access to information concerning

such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A requirement that the existence of the lines or services not be disclosed shall be interpreted as including a requirement to block access to information concerning the lines or services through operations support system interfaces. BA will not be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by BA to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise.

28.22 CLEC Certification

Notwithstanding any other provision of this Agreement, BA shall have no obligation to perform under this Agreement until such time as Level 3 has obtained a Certificate of Public Convenience and Necessity (CPCN) or such other Commission authorization as may be required by law as a condition for conducting business in Virginia as a local exchange carrier.

28.23 Section 252(i)

Except as set forth in Section 5.7.3 hereof, nothing in this Agreement shall be construed to prevent either Party from exercising any rights it may hold under Section 252(i) of the Act. Except as set forth in Section 5.7.3 hereof, nothing in this Agreement shall be construed to excuse either Party from any obligations it may bear under Section 252(i) of the Act.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 1st day of November, 2000.

LEVEL 3 COMMUNICATIONS, LLC

By: K N Paul

Printed: KEVIN T. PAUL

Title: VP. Softswitch Deployment

VERIZON VIRGINIA INC.

By: Jeffrey A. Masoero

Printed: JEFFREY A. MASONERO

Title: VP-INTERCONNECTION SVCS

SCHEDULE 4.0

NETWORK INTERCONNECTION SCHEDULE

Virginia RESIDENTIAL SERVICES

LATA	IP SITE	CLLI CODE REFERENCE
Level 3 IPs		
LATA 236	BA Tandem – Southwest D.C.	WASHDCSW90T
LATA 248	Level 3 Switch site – Richmond	RCMEVA47

BA IPs

The BA terminating End Office serving the BA Customer or the BA Tandem subtended by the terminating End Office serving the BA Customer

SCHEDULE 4.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

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

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

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

(a) Level 3, at the Level 3-IP in LATA in which the Traffic is to terminate.

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

3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to:

(a) Level 3, at the Level 3-IP in which the Traffic is to terminate.

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

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

5. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable BA operator services Tandem Office.

6. For Operator Services (call completion) traffic, at the applicable BA operator services Tandem Office.

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

8. For SS7 signaling originated by:

(a) Level 3, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local Traffic, Compensable Internet Traffic or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA 905).

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

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

9. For toll free service access code (e.g., 800/888/877) database inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the originating Level 3Wire Center is located, over a CCSAC link. Alternatively, Level 3may elect to interconnect through a commercial SS7 hub provider.

10. For Line Information Database ("LIDB") inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, Level 3may elect to interconnect through a commercial SS7 hub provider.

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

SCHEDULE 5.6

APPLICABLE FACTORS for Virginia

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

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	PLU (%)
BA	Level 3	ALL	0	95
Level 3	BA	ALL	10	80

CUSTOMER: Level 3

STATE: Virginia

BILLING CONTACT NAME: _____

BILLING CONTACT NUMBER: _____

BILLING CONTACT ADDRESS: _____

Level 3 ACNA to be used when ordering Interconnections Trunks: _____
Level 3 CIC to be used when ordering Interconnection Trunks: _____

SV033099

SCHEDULE 6.3

RATE ELEMENTS UNDER MEET POINT BILLING

Interstate Access - Terminating to or originating from Level 3 Customers

Rate Element	Billing Company
Carrier Common Line	Level 3
Local Switching	Level 3
Interconnection Charge	Level 3
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	Party that performs query

Intrastate Access - Terminating to or originating from Level 3 Customers

Rate Element	Billing Company
Carrier Common Line	Level 3
Local Switching	Level 3
Interconnection Charge	Level 3
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	Party that performs query

SCHEDULE 11.3

ACCESS TO NETWORK INTERFACE DEVICE

1. Due to the wide variety of NIDs utilized by BA (based on Customer size and environmental considerations), Level 3 may access the Customer's Inside Wire by any of the following means:

(a) Where an adequate length of Inside Wire is present and environmental conditions permit, Requesting Carrier may remove the Inside Wire from BA's NID and connect that wire to Level 3's NID;

(b) Enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the Inside Wire through a suitable "punch-out" hole of such NID enclosures;

(c) Request BA to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., Level 3, its agent, the building owner or the Customer).

2. If Level 3 accesses the Customer's Inside Wire as described in Paragraph 1(c) above, the Tariffed time and materials charges will be billed to the requesting party (i.e., Level 3, the building owner or the Customer).

3. In no case shall Level 3 remove or disconnect BA's loop facilities from BA's NIDs, enclosures, or protectors.

4. In no case shall Level 3 remove or disconnect ground wires from BA's NIDs, enclosures, or protectors.

5. In no case shall Level 3 remove or disconnect NID modules, protectors, or terminals from BA's NID enclosures.

6. Maintenance and control of premises wiring (Inside Wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the Customer.

7. Due to the wide variety of NID enclosures and outside plant environments, BA will work with Level 3 to develop specific procedures to establish the most effective means of implementing this Schedule 11.3.

SCHEDULE 11.4

UNBUNDLED SWITCHING ELEMENTS

Local Switching

The unbundled local Switching Elements include Line Side and Trunk Side facilities (e.g. line and Trunk Side Ports such as analog and ISDN Line Side Ports and DS1 Trunk Side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to BA's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

BA shall offer, as an optional chargeable feature, daily usage tapes. Level 3 may request activation or deactivation of features on a per-port basis at any time, and shall compensate BA for the non-recurring charges associated with processing the order. Level 3 may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which BA does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. BA shall develop and provide these requested services where technically feasible with the agreement of Level 3 to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

Tandem Switching

The unbundled tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a BA Access Tandem for the purpose of routing a call or calls.

SCHEDULE 12.3

SUPPORT SERVICES FOR RESALE

1. BA OSS SERVICES

1.1 Definitions

As used in the Schedule 12.3, the following terms shall have the meanings stated below:

1.1.1 "BA Operations Support Systems" means BA systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 "BA OSS Services" means access to BA Operations Support Systems functions. The term "BA OSS Services" includes, but is not limited to: (a) BA's provision of Level 3 Usage Information to Level 3 pursuant to Section 1.3 below; and, (b) "BA OSS Information", as defined in Section 1.1.4 below.

1.1.3 "BA OSS Facilities" means any gateways, interfaces, databases, facilities, equipment, software, or systems, used by BA to provide BA OSS Services to Level 3.

1.1.4 "BA OSS Information" means any information accessed by, or disclosed or provided to, Level 3 through or as a part of BA OSS Services. The term "BA OSS Information" includes, but is not limited to: (a) any Customer Information related to a BA Customer or a Level 3 Customer accessed by, or disclosed or provided to, Level 3 through or as a part of BA OSS Services; and, (b) any Level 3 Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, Level 3.

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

1.1.6 "Level 3 Usage Information" means the usage information for a BA Retail Telecommunications Service purchased by Level 3 under this Agreement that BA would record if BA was furnishing such BA Retail Telecommunications Service to a BA end-user retail Customer.

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

1.2 BA OSS Services

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

1.2.2 Subject to the requirements of Applicable Law, BA Operations Support Systems, BA Operations Support Systems functions, BA OSS Facilities, BA OSS Information, and the BA OSS Services that will be offered by BA, shall be as determined by BA. Subject to the requirements of Applicable Law, BA shall have the right to change BA Operations Support Systems, BA Operations Support Systems functions, BA OSS Facilities, BA OSS Information, and the BA OSS Services, from time-to-time, without the consent of Level 3.

1.3 Level 3 Usage Information

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

1.3.2 Level 3 Usage Information will be available to Level 3 through the following:

(a) Daily Usage File on Data Tape.

(b) Daily Usage File through Network Data Mover ("NDM").

1.3.3.1 Level 3 Usage Information will be provided in a Bellcore Exchange Message Interface ("EMI") format.

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

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Level 3 Usage Information will be provided to Level 3 shall be determined by BA.

1.5 Access to and Use of BA OSS Facilities

1.5.1 BA OSS Facilities may be accessed and used by Level 3 only to the extent necessary for Level 3's access to and use of BA OSS Services pursuant to the Agreement.

1.5.2 BA OSS Facilities may be accessed and used by Level 3 only to provide Telecommunications Services to Level 3 Customers.

1.5.3 Level 3 shall restrict access to and use of BA OSS Facilities to Level 3. This Schedule 12.3 does not grant to Level 3 any right or license to grant sublicenses to other persons, or

permission to other persons (except Level 3's employees, agents and contractors, in accordance with Section 1.5.7 below), to access or use BA OSS Facilities.

1.5.4 Level 3 shall not (a) alter, modify or damage the BA OSS Facilities (including, but not limited to, BA software), (b) copy, remove, derive, reverse engineer, or decompile, software from the BA OSS Facilities, or (c) obtain access through BA OSS Facilities to BA databases, facilities, equipment, software, or systems, which are not offered for Level 3's use under this Schedule 12.3.

1.5.5 Level 3 shall comply with all practices and procedures established by BA for access to and use of BA OSS Facilities (including, but not limited to, BA practices and procedures with regard to security and use of access and user identification codes).

1.5.6 All practices and procedures for access to and use of BA OSS Facilities, and all access and user identification codes for BA OSS Facilities: (a) shall remain the property of BA; (b) shall be used by Level 3 only in connection with Level 3's use of BA OSS Facilities permitted by this Schedule 12.3; (c) shall be treated by Level 3 as Confidential Information of BA pursuant to subsection 29.4 of the Agreement; and, (d) shall be destroyed or returned by Level 3 to BA upon the earlier of request by BA or the expiration or termination of the Agreement.

1.5.7 Level 3's employees, agents and contractors may access and use BA OSS Facilities only to the extent necessary for Level 3's access to and use of the BA OSS Facilities permitted by this Agreement. Any access to or use of BA OSS Facilities by Level 3's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 29.4 thereof and Sections 1.5.6 and 1.6.3.3 of this Schedule 12.3.

1.6 BA OSS Information

1.6.1 Subject to the provisions of this Schedule 12.3 and Applicable Law, BA grants to Level 3 a non-exclusive license to use BA OSS Information.

1.6.2 All BA OSS Information shall at all times remain the property of BA. Except as expressly stated in this Schedule 12.3, Level 3 shall acquire no rights in or to any BA OSS Information.

1.6.3.1 The provisions of this Section 1.6.3 shall apply to all BA OSS Information, except (a) Level 3 Usage Information, (b) CPNI of Level 3, and (c) CPNI of a BA Customer or a Level 3 Customer, to the extent the Customer has authorized Level 3 to use the Customer Information.

1.6.3.2 BA OSS Information may be accessed and used by Level 3 only to provide Telecommunications Services to Level 3 Customers.

1.6.3.3 Level 3 shall treat BA OSS Information that is designated by BA, through written or electronic notice (including, but not limited to, through the BA OSS Services), as "Confidential" or "Proprietary" as Confidential Information of BA pursuant to subsection 29.4 of the Agreement.

1.6.3.4 Except as expressly stated in this Schedule 12.3, this Agreement does not grant to Level 3 any right or license to grant sublicenses to other persons, or permission to other persons (except Level 3's employees, agents or contractors, in accordance with Section 1.6.3.5 below, to access, use or disclose BA OSS Information.

1.6.3.5 Level 3's employees, agents and contractors may access, use and disclose BA OSS Information only to the extent necessary for Level 3's access to, and use and disclosure of, BA OSS Information permitted by this Schedule 12.3. Any access to, or use or disclosure of, BA OSS Information by Level 3's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 29.4 of the Agreement and Section 1.6.3.3 above.

1.6.3.6 Level 3's license to use BA OSS Information shall expire upon the earliest of: (a) the time when the BA OSS Information is no longer needed by Level 3 to provide Telecommunications Services to Level 3 Customers; (b) termination of the license in accordance with this Schedule 12.3; or (c) expiration or termination of the Agreement.

1.6.3.7 All BA OSS Information received by Level 3 shall be destroyed or returned by Level 3 to BA, upon expiration, suspension or termination of the license to use such BA OSS Information.

1.6.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 12.3 (including, but not limited to, subsection 22.3 of the Agreement and Section 1.7.1 above), Level 3's access to BA OSS Information through BA OSS Services shall terminate upon the expiration or termination of the Agreement.

1.6.5.1 Without in any way limiting subsection 18.3 of the Agreement, BA shall have the right (but not the obligation) to audit Level 3 to ascertain whether Level 3 is complying with the requirements of Applicable Law and this Agreement with regard to Level 3's access to, and use and disclosure of, BA OSS Information.

1.6.5.2 Without in any way limiting any other rights BA may have under the Agreement or Applicable Law, BA shall have the right (but not the obligation) to monitor Level 3's access to and use of BA OSS Information which is made available by BA to Level 3 pursuant to this Agreement, to ascertain whether Level 3 is complying with the requirements of Applicable Law and this Agreement, with regard to Level 3'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 Level 3's access to and use of BA OSS Information which is made available by BA to Level 3 through BA OSS Facilities.

1.6.5.3 Information obtained by BA pursuant to this Section 1.6.5 shall be treated by BA as Confidential Information of Level 3 pursuant to subsection 29.4 of the Agreement; provided that, BA shall have the right (but not the obligation) to use and disclose information obtained by BA pursuant to this Section 1.6.5 to enforce BA's rights under the Agreement or Applicable Law.

1.6.6 Level 3 acknowledges that the BA OSS Information, by its nature, is updated and corrected on a continuous basis by BA, and therefore that BA OSS Information is subject to change from time to time.

1.7 Liabilities and Remedies

1.7.1 Any breach by Level 3, or Level 3'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 Level 3 or an employee, agent or contractor of Level 3 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 Level 3, to suspend the license to use BA OSS Information granted by Section 1.6.1 above and/or the provision of BA OSS Services, in whole or in part.

1.7.2 Level 3 agrees that BA would be irreparably injured by a breach of Sections 1.5 or 1.6 above by Level 3 or the employees, agents or contractors of Level 3, and that BA shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.8 Relation to Applicable Law

The provisions of Sections 1.5, 1.6 and 1.7 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by BA of any right with regard to protection of the confidentiality of the information of BA or BA Customers provided by Applicable Law.

1.9 Cooperation

Level 3, at Level 3's expense, shall reasonably cooperate with BA in using BA OSS Services. Such cooperation shall include, but not be limited to, the following:

1.9.1 Upon request by BA, Level 3 shall by no later than the fifteenth (15th) day of each calendar month submit to BA reasonable, good faith estimates (by central office or other BA office or geographic area designated by BA) of the volume of each BA Retail Telecommunications Service for which Level 3 anticipates submitting orders in each week of the next calendar month.

1.9.2 Upon request by BA, Level 3 shall submit to BA reasonable, good faith estimates of other types of transactions or use of BA OSS Services that Level 3 anticipates.

1.9.3 Level 3 shall reasonably cooperate with BA in submitting orders for BA Retail Telecommunications Services and otherwise using the BA OSS Services, in order to avoid exceeding the capacity or capabilities of such BA OSS Services.

1.9.4 Level 3 shall participate in cooperative testing of BA OSS Services and shall provide assistance to BA in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in BA OSS Services.

1.10 BA Access to Information Related to Level 3 Customers

1.10.1 BA shall have the right to access, use and disclose information related to Level 3 Customers that is in BA's possession (including, but not limited to, in BA OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the Level 3 Customer in the manner required by Applicable Law.

1.10.2 Upon request by BA, Level 3 shall negotiate in good faith and enter into a contract with BA, pursuant to which BA may obtain access to Level 3's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit BA to obtain information related to Level 3 Customers (as authorized by the applicable Level 3 Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

2. BELL ATLANTIC PRE-OSS SERVICES

2.1 As used in this Schedule 12.3, "BA Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a BA OSS Service and which BA offers to provide to Level 3 prior to, or in lieu of, BA's provision of the BA OSS Service to Level 3. The term "BA Pre-OSS Service" includes, but is not limited to, the activity of placing orders for BA Retail Telecommunications Services through a telephone facsimile communication.

2.2 Subject to the requirements of Applicable Law, the BA Pre-OSS Services that will be offered by BA shall be as determined by BA and BA shall have the right to change BA Pre-OSS Services, from time-to-time, without the consent of Level 3.

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

2.4 The provisions of Sections 1.5 through 1.9 above shall also apply to BA Pre-OSS Services. For the purposes of this Section 2.4: (a) references in Sections 1.5 through 1.9 above to BA OSS Services shall be deemed to include BA Pre-OSS Services; and, (b) references in Sections 1.5 through 1.9 above to BA OSS Information shall be deemed to include information made available to Level 3 through BA Pre-OSS Services.

3. RATES AND CHARGES

The prices for the foregoing services shall be as set forth in Section 20.0 of the main body of this Agreement.

VERIZON VIRGINIA INC. and LEVEL 3

DETAILED SCHEDULE OF ITEMIZED CHARGES[1]

VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
I. Local Call Termination[2]		
Traffic Delivered at Verizon End Office	$.000927/MOU	Not Applicable
Traffic Delivered at Verizon Tandem	$.001590/MOU	Not Applicable
II. Unbundled Transport		
A. Dedicated Transport		
Voice Grade/DS-0	$9.54/Month	All: $10.81 /Service Order Connect
DS-1	$35.10/Month	$4.91/ Service Order Disconnect: plus installation connect and installation disconnect charges for each initial and additional facility purchased at the time of order:
DS-3	$604.53/Month	
DDS	$9.84/Month	$216.79/Initial Facility & $11.86/Additional Facility Connect $92.88/Initial Facility & $7.27/Additional Facility Disconnect

[1] Unless a citation is provided to a generally applicable Verizon Tariff, all listed rates and services are available only to [CLEC] when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Local Traffic and local Ancillary Traffic. Verizon rates and services for use by [CLEC] in the carriage of Toll Traffic shall be subject to Verizon's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction.

Verizon's proposed UNEs, UNE combinations, and UNE pricing methodology reflect the FCC's current rules. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC or by a final, non-appealable judicial decision.

[2] See note 8 regarding measurement and calculation of local traffic termination charges; provided, however, that this subsection I. on "Local Call Termination" is subject to the terms of Sections 4 and 5 of the main body of the Agreement.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
II. Unbundled Transport (Continued)		
B. Common Transport		
Tandem Switching	$.000548/MOU	Not Applicable
Tandem-Switched Transport (Fixed)	$.000114/MOU	Not Applicable
C. Entrance Facilities		
		All: Service Order Connect: $10.81 Service Order Disconnect: $4.91 plus installation connect and installation disconnect charges for each initial and additional facility purchased at the time of order:
2-Wire Voice Grade Channel Termination	$13.76/Month	$333.32/Initial & $192.99/Additional connect $55.39 Initial and $33.02/ Additional disconnect
4-Wire Voice Grade Channel Termination	$27.89/Month	$441.02/Initial & $255.99/Additional $65.71 Initial and $39.32/Additional disconnect
		Both DS-1 and DS-3 Channel Termination:
DS-1 Channel Termination	$119.15/Month	$489.86/Initial & $241.08/Additional $67.13 Initial and $32.61/Additional disconnect
DS-3 Channel Termination	$767.44/Month	
		Both DS1/0 and DS3/1 Muxing:
DS-1 to Voice Grade Multiplexing	$53.77/Month	$441.42/Initial & $441.42/Additional Connect $43.66 Initial and $43.66/ Additional disconnect
DS-3 to DS-1 Multiplexing	$185.73/Month	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
II. Unbundled Transport (Continued)		
D. Digital Cross-Connect System		
Service Establishment	Not Applicable	$1683.85/Request
Database Modification	Not Applicable	$134.70/Modification Request
Reconfiguration by Verizon Personnel	Not Applicable	$29.67/Programming Charge/30 minute Increment
DS-0 Cross-Connect	$20.03/Port/Month	Service Order : $10.81/Connect $4.91/Disconnect $20.90/Port Installation $3.37/ Port Disconnect
DS-1 Cross-Connect	$69.95/Port/Month	Service Order : $10.81/Connect $4.91/Disconnect $20.23/Port Installation $10.12/Port Disconnect
E. Mid-Span Meet Arrangements	To be charged in accordance with the requirements of Section 4.3 of the Agreement	
F. Tandem Transit arrangements for Local Traffic between LEVEL 3 and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable to Toll Traffic or when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)		
Tandem Switching	$.000548/MOU	Not Applicable
Tandem-Switched Transport	$.000114/MOU	Not Applicable
Tandem Port Charge	Per Verizon-FCC tariff number 1, Section 6.9.1(B) as amended from time to time	
Tandem Transit Service Billing Fee	The Transit Service Billing Fee will equal 5% of the tandem transit charges, to the third party in question, where tandem transit service has been provided in excess of 180 days or if the traffic threshold (DS1) has been exceeded for 3 consecutive months or any 3 months in a 6 month period. This billing fee allows Verizon to recoup the billing charges, as assessed by New York Access Billing (Verizon's billing vendor).	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
III. Unbundled Switching[2]		
A. Local Switching Ports		
POTS/PBX/Centrex	$1.30/Port/Month	Service Order Connect: $10.81 Service Order Disconnect: $4.91 /Port Installation Connect: $2.68/Port Installation Disconnect: $1.07
ISDN (BRI)	$6.52/Port/Month	Service Order Connect: $10.81 Service Order Disconnect: $4.91 /Port Installation Connect: $2.68/Port Installation Disconnect: $1.07
ISDN (PRI)	$81.28/Port/Month	Service Order Connect: $10.81 Service Order Disconnect: $4.91 /Port Installation Connect: $102.13/Port Installation Disconnect: $1.07
III. Unbundled Switching (continued)		
A. Local Switching Ports (continued)		

[2] In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, Verizon may levy upon a purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
Public/Semi-Public	$1.51/Port/Month	Service Order Connect: $10.81 Service Order Disconnect: $4.91 /Port Installation Connect: $2.68/Port Installation Disconnect: $1.07
DID	$3.63/Port/Month	Service Order Connect: $10.81 Service Order Disconnect: $4.91 /Port Installation Connect: $609.88/Port Installation Disconnect: $1.07
Coordinated Port Cutover	Not Applicable	$2.89/Port
B. Tandem Switching Usage	$.000548/MOU	Not Applicable

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
III. Unbundled Switching (Continued)		
C. Local Switching Usage		
POTS Originating With Vertical Features	$.004129/MOU	$8.42/Service Order
POTS Terminating With Vertical Features	$.002079/MOU	$8.42/Service Order
ISDN Originating Digital Circuit Switched Voice	$.001993/MOU	$8.42/Service Order
ISDN Terminating Digital Circuit Switched Voice	$.000859/MOU	$8.42/Service Order
ISDN Originating Digital Circuit Switched Data	$.001013/MOU	$8.42/Service Order
ISDN Terminating Digital Circuit Switched Data	$.000859/MOU	$8.42/Service Order
D. POTS Features		
PBX	$.000833/MOU	Both: $8.42/Service Order
Multi-Line Hunting	$.000001/MOU	
E. Centrex Features		
UCD	$.000655/MOU	$8.42/Service Order
Hunting	$.000464/MOU	$8.42/Service Order
Queuing	$.000595/MOU	$8.42/Service Order
Intercom & Features	$.017372/MOU	$8.42/Service Order
Attendant	$.021223/MOU	$8.42/Service Order
Attendant Console	$.017200/MOU	$8.42/Service Order
Centralized Attendant Services	$.214070/MOU	$8.42/Service Order
Attendant Access Code Dialing	$.040065/MOU	$8.42/Service Order
Automatic Route Selection	$.000408/MOU	$8.42/Service Order
Electronic Tandem Switching	$.000724/MOU	$8.42/Service Order
F. ISDN Centrex Feature	$.004007/MOU	$8.42/Service Order

IV. Unbundled Loops[3]

2 Wire Analog Loops (POTS Loops)	Density Cell: 1 - $10.74/Month 2 - $16.45/Month 3 - $29.40/Month.	Service Order Connect: $10.81 Service Order Disconnect: $4.91 Installation: If a premises visit is not required, initial & each additional loop - $2.68 If a premises visit is required: initial loop installed on that visit: $47.55; Each additional loop installed on that visit: $21.69 Installation Disconnect: $1.07/Loop
4 Wire Premium Loops	Density Cell: 1 - $22.25/Month 2 - $33.23/Month 3 - $56.75/Month.	Service Order Connect: $10.81 Service Order Disconnect: $4.91 Installation: If a premises visit is not required, initial & each additional loop: $50.89 If a premises visit is required: initial loop installed on that visit: $107.50; Each additional loop installed on that visit $81.63 Installation Disconnect: $1.07/Loop

[3] In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on http://www.gte.com/wise for former GTE service areas and http://www.bell-atl.com/wholesale/html/resources.htm for former Bell Atlantic service areas.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
ISDN Loops	Density Cell: 1 - $12.52/Month 2 - $18.23/Month 3 - $31.18/Month.	Service Order Connect: $15.29 Service Order Disconnect: $4.9 Installation: If a premises visit is not require initial & each additional loop - $11.61 If a premises visit is required: initial loop installed on that visit: $56.48 Each additional loop installed o that visit: $30.62 Installation Disconnect: $1.07/Loop
DS-1 Loops	Density Cell: 1 - $110.61/Month 2 - $142.49/Month 3 - $181.29/Month.	Service Order Connect: $10.81 Service Order Disconnect: $4.9 If premises visit not required, initial & each additional loop - $50.89 If a premises visit is required: initial loop installed on that visit $107.50; Each additional loop installed o that visit: $81.63 Installation Disconnect: $1.07/Loop

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
Customer Specified Signaling - 2-Wire	Density Cell: 1 - $10.74/Month 2 - $16.45/Month 3 - $29.40/Month.	Service Order Connect: $10.81 Service Order Disconnect: $4.91 Installation: If a premises visit is not required, initial & each additional loop - $50.89 If a premises visit is required: initial loop installed on that visit $107.50; Each additional loop installed on that visit: $81.63 Installation Disconnect: $1.07/Loop
Customer Specified Signaling - 4-Wire	Density Cell: 1 - $22.25/Month 2 - $33.23/Month 3 - $56.75/Month.	Service Order Connect: $10.81 Service Order Disconnect: $4.91 Installation: If a premises visit is not required, initial & each additional loop - $50.89 If a premises visit is required: initial loop installed on that visit $107.50; Each additional loop installed on that visit: $81.63 Installation Disconnect: $1.07/Loop

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
2 Wire ADSL compatible Loops 2 Wire HDSL compatible Loops 2 Wire SDSL compatible Loops 2 Wire IDSL compatible Loops	Density Cell: 1 - $12.52/Month 2 - $18.23/Month 3 - $31.18/Month.	Service Order Connect: $15.29 Service Order Disconnect: $4.91 Installation: If a premises visit is not required, initial & each additional loop - $11.61 If a premises visit is required: initial loop installed on that visit: $56.48 Each additional loop installed on that visit: $30.62 Installation Disconnect: $1.07/Loop
4 Wire HDSL Loops	Density Cell: 1 - $110.61/Month 2 - $142.49/Month 3 - $181.29/Month.	Service Order Connect: $10.81 Service Order Disconnect: $4.91 If premises visit not required, initial & each additional loop - $50.89 If a premises visit is required: initial loop installed on that visit $107.50; Each additional loop installed on that visit: $81.63 Installation Disconnect: $1.07/Loop
Coordinated Cutover	Not Applicable	If premises visit not required, $2.89/Loop If premises visit required, $11.74/Loop
Standard Digital Loops	All: $.40/ Mechanized Loop Qualification per Loop Provisioned	All: $93.70/ Manual Loop Qualification per Loop Request
2 Wire ADSL compatible Loops (up to 12,000 feet)	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
2 Wire ADSL compatible Loops (up to 18,000 feet)	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	
2 Wire HDSL compatible Loops (up to 12,000 feet)	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	
4 Wire HDSL compatible Loops (up to 12,000 feet)	See rates for 4 Wire HDSL Loops as set forth above	
2 Wire SDSL compatible Loops	See rates for 2 Wire SDSL Loops as set forth above	
2 Wire IDSL compatible Loops (up to 18,000 feet)	See rates for 2 Wire IDSL Loops as set forth above	
Digital Designed Loops		
2 Wire ADSL compatible Loop (up to 12,000 feet) with Bridged Tap removal	See rates for 2 Wire ADSL Loops as set forth above	$177.48 Removal of one Bridged Tap per Request $430.79 Removal of Multiple Bridged Taps per Loop per Request $542.30 Engineering Work Order Charge
2 Wire ADSL compatible Loop (up to 18,000 feet) with Bridged Tap removal	See rates for 2 Wire ADSL Loops as set forth above	$177.48 Removal of one Bridged Tap per Request $430.79 Removal of Multiple Bridged Taps per Loop per Request $542.30 Engineering Work Order Charge
2 Wire Digital Designed Metallic Loop (up to 30,000 Feet) Non-loaded with Bridged Tap options	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	$707.99 Required Removal of Load Coils (up to 21,000 feet) $941.06 Required Removal of Load Coils (up to 27,000 feet)

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
		$177.48 Removal of one Bridged Tap per Request $430.79 Removal of Multiple Bridged Taps per Loop per Request $542.30 Engineering Work Order Charge
2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics	See rates for 2 Wire ISDN Loops as set forth above	
		$707.99 Required Removal of Load Coils (up to 21,000 feet) $941.06 Required Removal of Load Coils (up to 27,000 feet) $1,017.61 Addition of Range Electronics $542.30 Engineering Work Order Charge
2 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 2 Wire HDSL Loops as set forth above	
		$177.48 Removal of one Bridged Tap per Request $430.79 Removal of Multiple Bridged Taps per Loop per Request $542.30 Engineering Work Order Charge
4 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 4 Wire HDSL Loops as set forth above	
		$177.48 Removal of one Bridged Tap per Request $430.79 Removal of Multiple Bridged Taps per Loop per Request $542.30 Engineering Work Order Charge

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
2 Wire SDSL compatible Loops with Bridged Tap removal	See rates for 2 Wire SDSL Loops as set forth above	$177.48 Removal of one Bridged Tap per Request $430.79 Removal of Multiple Bridged Taps per Loop per Request $542.30 Engineering Work Order Charge
2 Wire IDSL compatible Loops (up to 18,000 feet) with Bridged Tap removal	See rates for 2 Wire IDSL Loops as set forth above	$177.48 Removal of one Bridged Tap per Request $430.79 Removal of Multiple Bridged Taps per Loop per Request $542.30 Engineering Work Order Charge
V. Collocation Cross-Connection	As applicable per Verizon –VA SCC Tariff No. 218 as amended from time to time	

VI. Line Sharing

Rate Element	$ Amount	Mo.	NRC	*Option 1[4]	*Option 2 VERIZON installs/ CLEC vendor installs	
Application Fee - Augment	$2500		X	Not applicable unless adding line-sharing terminations	(1)	(1)
Engineering & Implementation Fee -Additional Cabling	$480.32		X	Not applicable unless adding line-sharing terminations	(1)	(1)
Splitter Installation Cost	$1,369.60		X	Not applicable	(1)	
Collocation cross-connect perVG	$1.58 for virtual $0.67 for physical	X		(2) SAC[5]s	(2) SACs	(2) SACs

*Both Option 1 and Option 2 assume there is an existing Collocation Arrangement.
(1) = one required (2) = two required

[4] Option 1: A CLEC-provided splitter shall be provided, installed and maintained by the CLEC in their own Collocation space. Rearrangements are the responsibility of the CLEC. Verizon dial tone is routed through the splitter in the CLEC Collocation area. Option 2: Verizon will install, inventory and maintain CLEC provided splitter in Verizon space within the Serving Central Office of the lines being provided. Verizon will have control of the splitter and will direct any required activity.

[5] Service Access Charge (SAC) is the same as Interconnection Access Charge or a cross connect.

Rate Element	*$ Amount*	*Mo.*	*NRC*	** Option 1*	*Option 2 VERIZON installs/ CLEC vendor installs*	
****VERIZON/Relay Rack for Splitters – Per Shelf**	*$1.23*	*X*			*(1)*	*(1)*
****Splitter Land & Building - Per Shelf**	*$3.55*	*X*			*(1)*	*(1)*
Maintenance of Splitter Equipment per splitter	*$51.52*	*X*		*(1)*	*(1)*	*(1)*
WideBand Test Access per line	*$2.01*	*X*		*(1)*	*(1)*	*(1)*

**Although this rate assumes that each relay rack contains 14 splitter shelves, the rate applies only to the shelves that CLEC actually uses in a given relay rack.

Rate Element	$ Amount	Mo.	NRC	Option 1	Option 2 VERIZON installs/ CLEC vendor installs	
Service Order Expedite	$9.59 $14.88		X	(1)	(1)	(1)
Central Office Wiring Initial Expedite	$41.53 $59.40		X	(1)	(1)	(1)
Central Office Wiring Additional Expedite	$20.66 $29.55		X	(1)	(1)	(1)
Provisioning Expedite	$0.27 $0.40		X	(1)	(1)	(1)
Field Installation Dispatch Expedite	$121.35 $170.92		X	(1)	(1)	(1)
Manual Intervention Surcharge Expedite	$28.26 $43.86		X	(1)	(1)	(1)
Loop Qualification Data Base per link	$0.40	X		(1)	(1)	(1)
Manual Loop Qualification	$93.70		X	(1)	(1)	(1)
Engineering Query	$121.37		X	(1)	(1)	(1)
Engineering Work Order	$542.30		X	(1)	(1)	(1)
OSS Charges per transaction	TBD					
Unbundled Loop	$0.00	X				
Conditioning charges	Per interim State specific Conditioning Rates		X			
Trouble Dispatch Misdirects Dispatch In Expedite Dispatch In Dispatch Out Expedite Dispatch Out	 $44.63 $59.80 $116.74 $148.02		 X X X X	(1)	(1)	(1)

Service or Element Description: **Recurring Charges:** **Non-Recurring Charges:**

VII. Time and Materials

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
Special Construction	As applicable per Verizon-VA Tariff as amended from time to time	
Service Technician (service work on unbundled loops outside of the Central Office)	Not Applicable	$6.47/Service Order $27.35/Premises Visit $11.74 Labor Charge/ Quarter Hour After First Quarter Hour
Central Office Technician	Not Applicable	$6.47/Service Order $11.15 Labor Charge/ Quarter Hour
VIII. Signaling and Databases		
A. STP Port		
Access Link (incl. one end)	$4.93/Month	$10.81 /Service Order Connect $4.91/ Service Order Disconnect: plus installation connect and installation disconnect charges for each initial and additional facility purchased at the time of order: $135.01/Initial Facility & $11.86/Additional Facility Connect $92.88/Initial Facility & $7.27/Additional Facility Disconnect
STP Port Termination	$458.70/Month	$81.77/port
B. 800/888/877 Database		
Basic Query	$.000658/Query	Not Applicable
Vertical Query	$.000181/Query	Not Applicable
C. LIDB Validation		
LIDB Point Codes	Not Applicable	$80.93/Point Code
Calling Card	$.0153/Query	Not Applicable
Billed Number Screening	$.0153/Query	Not Applicable
Storage of LEVEL 3's Data in LIDB	Not Applicable	$1,381.66/ Service Establishment/ Request
D. AIN Service Creation (ASC) Service		
1. Developmental Charges		
Service Establishment	Not Applicable	$878.23/Request
Service Creation Access Port	$136.14/Port/Month	Not Applicable
Service Creation Usage		
a. Remote Access	$1,266.13/Day	Not Applicable

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
b. On-Premise	$1,266.13/Day	Not Applicable
Certification & Testing	$76.49/Hour	Not Applicable
Help Desk Support	$80.95/Hour	Not Applicable
2. Service Charges		
Subscription Charge	$.96/Month	Not Applicable
Database Queries		
a. Network Query	$.0006/Query	Not Applicable
b. LEVEL 3 Network Query	$.0006/Query	Not Applicable
c. LEVEL 3 Switch Query	$.0006/Query	Not Applicable
Trigger Charge		
a. Line Based	$.00042/Query	Not Applicable
b. Office Based	$.00042/Query	Not Applicable
Utilization Element	$.00031/ACU	Not Applicable
Service Activation Charge		
a. Network Service Activation	Not Applicable	$5.52/Service Order/Line
b. LEVEL 3 Network Service Activation	Not Applicable	$5.52/Service Order/Line
c. LEVEL 3 Switch Service Activation	Not Applicable	$5.52/Service Order /Line
Service Modification		
DTMF Update	$.10/Occurrence	Not Applicable
Switch Based Announcement	$.00318/ Announcement	Not Applicable
VIII. Directory Listings & Books		
Primary Listings	No Charge	
Additional Tariffed Listing Services	Per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 3 as amended from time to time	Per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 4 as amended from time to time
	Retail Rates less Wholesale Discount	Retail Rates less Wholesale Discount
Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to LEVEL 3 per separate arrangement	
IX. Operator Services/Directory Assistance		
Direct Access	$.0313/Query	$27,431.30/Link
Service Establishment	Not Applicable	$13,735.63/Request
Directory Assistance	$.3209/Call	Not Applicable
Directory Transport		

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
Tandem Switched Transmission		
Transport	$.000098/call	Not Applicable
Tandem Switching	$.000468/call	
Operator call completion	Per separate contract; branding available.	
Operator Services - Live	$.010475/Operator Work Second	Not Applicable
Operator Services - Automated	$.005547Automated Work Second	Not Applicable
Branding for Directory Assistance and/or Operator Services	Not Applicable	$1,349.55/Customer Message
Carrier to Carrier LSV/VCI Request	$.010475/Operator Work Second	Not Applicable
X. Access to Operation Support Systems		
A. Pre-Ordering	$.24/Query	Not Applicable
B. Ordering	$3.83/Transaction	Not Applicable
C. Provisioning	Included in Ordering	Not Applicable
D. Maintenance & Repair		
EB/OSI Access	$1.16/Trouble Ticket	Not Applicable
E. Billing		
1. CD-ROM	$245.05/CD-ROM /Month	Not Applicable
2. Daily Usage File		
a. Existing Message Recording	$.000246/Message	Not Applicable
b. Delivery of DUF		
Data Tape	$20.05/Tape	Not Applicable
Network Data Mover	$.000093/Message	Not Applicable
CMDS	$.000093/Message	Not Applicable
c. DUF Transport		
Communication Ports		
9.6 kb Communications Port	$116.83/Month	Not Applicable
56 kb Communications Port	$483.91/Month	Not Applicable
256 kb Communications Port	$804.90/Month	Not Applicable
T1 Communications Port	$2,872.12/Month	Not Applicable
Port Maintenance		
9.6 kb Communications Port	$10.17/Month	Not Applicable
56 kb Communications Port	$28.08/Month	Not Applicable
256 kb Communications Port	$28.08/Month	Not Applicable
T1 Communications Port	$356.61/Month	Not Applicable
d. CABS Billing		

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
CABS Billing per Bill Entry	$.000108/Bill Entry	Not Applicable

X. Access to Operation Support Systems (continued)

3. Computer Processing Usage (CPU) per Customer		
Data Transmission (CMDS and Tape)	$1.18/Customer	Not Applicable
Line Installation	$1.18/Customer	Not Applicable
Network Control Program Coding	$1.18/Customer	Not Applicable
Port Set Up	$.18/Customer	Not Applicable

XI. Exchange Access Service		
Interstate	Per Verizon-FCC Tariff number 1 as amended from time to time	
Intrastate	Per Verizon- VA S.C.C.-Va. – No. 217 as amended from time to time	
XII. Number Portability		
Service Provider Number Portability Database Service	Service Provider Number Portability Database Service shall be charged at rates found in the Verizon-FCC Tariff No. 1 as amended from time to time	
XIII. 911/E911		
Transport	Per section II. Above	
Data Entry and Maintenance	No Charge	
XIV. Poles Conduits & ROW	Per contract rates pursuant to 47 U.S.C. sec. 224 Illustrative: Duct: $4.50/Foot/Year Pole: $3.81/Attachment/Year	
XV. Network Interface Device	$.44/mo	Not Applicable
XVI. Access to Telephone Numbers (NXX codes issued per ICCF Code Administration Guidelines)	No Charge	
XVII. Local Dialing Parity	No Charge	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XVIII. Customized Routing		
Customized Routing	$.12085/Line $.06043/Call	Not Applicable
Customized Routing Transport		Per section II above.
XIX. Wholesale Discount for Resale of Retail Telecommunications Services[6]		
Resale of retail services if LEVEL 3 provides own operator services platform	21.30%	
Resale of retail services if LEVEL 3 uses Verizon operator services platform	18.50%	

[6] Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to the Resale section of the Agreement the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and Verizon in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to Verizon for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to Verizon.

In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at http://www.gte.com/wise for former GTE service areas and http://www.bell-atl.com/wholesale/html/resources.htm for former Bell Atlantic service areas.

LEVEL 3 SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
I. Local Call Termination[7]		
Traffic Delivered at LEVEL 3 End Office	$.000927/MOU	Not Applicable
Traffic Delivered at LEVEL 3 Tandem Switch	$.001590/MOU	Not Applicable
II. Number Portability		
Permanent	Per permanent funding mechanism when established.	
III. Exchange Access Service		
Interstate	Per LEVEL 3 FCC exchange access Tariff as amended from time to time.	
Intrastate	Per LEVEL 3 VA exchange access Tariff as amended from time to time.	
IV. All Other LEVEL 3 Services Available to Verizon for Purposes of Effectuating Local Exchange Competition	Per Section 20 of the Agreement.	
V. Other Services		
Information Service Billing Fee	$.03 per call	No Charge

[7] See note 8 regarding measurement and calculation of local traffic termination charges.

Local Traffic Termination Rates

A. Charges by Verizon

(a) Traffic delivered to or Verizon Access Tandem: $.001590 per MOU.

(b) Traffic delivered directly to terminating Verizon End Office: $.000927 per MOU.

B. Charges by LEVEL 3

1. Single-tiered interconnection structure:

LEVEL 3's rates for the termination of Verizon's Local Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

Access Tandem Minutes = Total minutes of use of Local Traffic delivered by LEVEL 3 to the Verizon Access Tandem for most recent billed quarter.

End Office Minutes = Total minutes of use Local Traffic delivered by LEVEL 3 directly to the terminating Verizon End Office for most recent billed quarter.

Total Minutes = Total minutes of use of Local Traffic delivered by LEVEL 3 to Verizon for most recent billed quarter.

LEVEL 3 Charge at the LEVEL 3-IP =

$$\frac{(\textit{Access Tandem Minutes} \times \$.001590) + (\textit{End Office Minutes} \times \$.000927)}{\textit{Total Minutes}}$$

For the first year after the Effective Date, the LEVEL 3 charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date, or if no such traffic exists, on the proportion of local call termination trunks to Verizon End Offices and to Verizon Access Tandems.

2. Multiple-tiered interconnection structure (if offered by LEVEL 3 to any carrier)

(a) Local Traffic delivered to LEVEL 3 Access Tandem: $.001590/ MOU

(b) Local Traffic delivered to terminating LEVEL 3 End Office/node: $.000927/ MOU

C. Miscellaneous Notes

1. The LEVEL 3 termination rate under the single-tiered interconnection structure set forth above is intended to be a Local Traffic termination rate for Interconnection to the LEVEL 3-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by Verizon to LEVEL 3 under the two-tiered Local Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date. The single LEVEL 3 termination rate is also intended to provide financial incentives to LEVEL 3 to deliver traffic directly to Verizon's terminating End Offices once LEVEL 3's traffic volumes reach an appropriate threshold.

EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

1. BA shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request ("BFR") hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

2. To the extent reasonably possible, BA shall undertake good faith efforts to utilize information from previously developed BFRs to address similar arrangements requested by Level 3 in order to shorten the response times for the currently requested Level 3 BFR and to decrease the development costs (if reasonably possible) for the currently requested Level 3 BFR.

3. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

4. Level 3 may cancel a Network Element Bona Fide Request at any time, but shall pay BA's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

5. Within ten (10) business days of its receipt, BA shall acknowledge receipt of the Network Element Bona Fide Request.

6. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, BA shall provide to Level 3 a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that BA will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

7. If BA determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from Level 3. When it receives such authorization, BA shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

8. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.

9. As soon as feasible, but not more than ninety (90) days after its receipt of written authorization to proceed with developing the Network Element Bona Fide Request, BA shall

provide to Level 3 a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals. After BA's receipt of such written authorization to proceed, if BA receives a written request from Level 3 for the status of development of such price quote, BA shall promptly provide such status to Level 3 (generally within two (2) weeks of receipt of Level 3's request therefor).

10. Within thirty (30) days of its receipt of the Network Element Bona Fide Request. quote, Level 3 must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

11. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

12. Upon Level 3's acceptance of the Network Element Bona Fide Request quote by BA, the Parties shall amend the Agreement to incorporate the Interconnection, service, or Network Element contemplated by the Request.