7.1.1 Cox shall have the option to route Information Services Traffic that originates on its own network to the appropriate Information Services platform(s) connected to Verizon's network. In the event Cox exercises such option, Cox will establish a dedicated trunk group to the Verizon information services serving switch. This trunk group will be utilized to allow Cox to route Information Service Traffic originated on its network to Verizon.

7.1.2 Cox shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to Verizon.

7.1.3 Verizon shall provide to Cox via electronic file transfer or magnetic tape or other means as available all necessary information to rate the Information Services Traffic to Cox's Customers pursuant to Verizon's agreements with each information services provider. Information shall be provided in as timely a fashion as practical in order to facilitate record review and reflect actual prices set by the individual information services providers.

7.1.4 Cox shall bill and collect such information services provider charges and remit the amounts collected to Verizon less:

(a) The Information Services Billing and Collection fee set forth in Exhibit A; and

(b) An uncollectibles reserve calculated based on the uncollectibles reserve in Verizon's billing and collection agreement with the applicable information services provider; and

(c) Customer adjustments provided by Cox.

Cox shall provide to Verizon sufficient information regarding uncollectibles and Customer adjustments to allow Verizon to pass through the adjustments to the information services provider, and Verizon shall pass through such adjustments. However, if the information services provider disputes such adjustments and refuses to accept such adjustments, Cox shall reimburse Verizon for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between Cox and the information services provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering, or obviate either Party's obligations, if any, under Applicable Law to offer, to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic or from establishing such blocking as the default and requiring that such Customers make an affirmative request to remove the blocking.

7.1.6 To the extent either Party offers variable rated (e.g., 976, 554, and/or 915, as applicable) information services, the Parties may agree to separate arrangements for the billing and compensation of such services.

7.1.7 The Information Services Traffic addressed herein does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

7.2 BLV/BLVI Traffic

7.2.1 If Party A decides or is required by a regulatory body of competent jurisdiction to offer BLV and BLVI services to enable its Customers to verify and/or interrupt calls of Party B's Customers, Party B shall accept and respond to BLV and BLVI requests from the operator bureau of Party A. Each Party shall compensate the other Party for BLV and BLVI inquiries in accordance with the other Party's Tariffed ratesor as may be agreed to by the Parties.

7.2.2 The Party B operator shall only verify the status of the line (BLV) or interrupt the line to inform the called party that there is a call waiting (BLVI). The Party B operator will not complete the telephone call of the Customer initiating the BLV/BLVI request. The Party B operator will only make one BLV/BLVI attempt per Customer operator bureau telephone call, and the applicable charges apply whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI traffic between the Parties' networks.

7.2.4 Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Each Party shall offer Interconnection for BLV/BLVI traffic at its operator services Tandem Office or other mutually agreed point in the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Section 4, consistent with the Joint Implementation and Grooming Process. Party A shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to Party B.

7.3 Intentionally Omitted.

7.4 911/E911 Arrangements

7.4.1 Cox may, at its option, interconnect to the Verizon 911/E911 selective routers or 911 Tandem Offices, as appropriate, that serve the areas in which Cox provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP") and related databases. In such situations, Verizon will provide Cox with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, Cox and Verizon will negotiate arrangements to connect Cox to the 911 service.

7.4.2 Path and route diverse Interconnections for 911/E911 shall be made at the Cox-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by Applicable Law.

7.4.3 Within thirty (30) days of its receipt of a request from Cox and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide Cox with the following at no charge:

(a) a file on diskette or other mutually agreed upon medium containing the Master Street Address Guide ("MSAG") for each jurisdiction that has an MSAG within the LATA(s) specified in this Agreement, which MSAG shall be updated no more frequently than monthly and a complete copy of which shall be made available on an annual basis;

(b) a list of the address, CLLI code, and an associated NXX of each 911/E911 selective router or 911 Tandem Office(s) in the area in which Cox plans to offer Telephone Exchange Service;

(c) a list of the address, CLLI code, associated NXX, contact name and phone number of each Public Safety Answering Point ("PSAP") in each county in the area in which Cox plans to offer Telephone Exchange Service;

(d) a list of Verizon personnel who currently have responsibility for each county's 911 requirements;

(e) if available, the ten-digit subscriber number for both the administrative office and the public safety answering position for each PSAP and the "main" PSAP that subtends each Verizon 911/E911 selective router or 911 Tandem Office to which Cox is interconnected for the transfer of "0-" calls to the PSAP;

(f) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem Office;

(g) an electronic interface, when available, through which Cox shall input and provide a daily update of 911/E911 database information related to appropriate Cox Customers, as well as to directly view Cox information in the E911 database. Until such time as an electronic interface is available, Cox shall provide Verizon with all appropriate 911 information such as name, address, and telephone number in writing for Verizon's entry into the 911 database system. Any 911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911-related data exchanged electronically shall conform to the National Emergency Number Association standards;

(h) return of any Cox E911 data entry files containing errors, so that Cox may ensure the accuracy of the Customer records;

(i) a Design Layout Record ("DLR") of a 911 (CAMA) trunk, if applicable; and

(j) updates of the 911 database within 48-hours of receipt of such information from Cox.

7.4.4 Verizon and Cox will facilitate the prompt, robust, reliable and efficient Interconnection of Cox systems to the 911/E911 platforms.

7.4.5 Verizon and Cox will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

7.4.6 The Parties acknowledge the objective of including the five-character Telephone Company Identification ("TCI") of the company that provides service to the calling line as part of the ALI display where local jurisdictions request that it be displayed.

7.4.7 Cox will compensate Verizon for connections to its 911/E911 pursuant to Exhibit A.

7.4.8 Cox and Verizon will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in Virginia.

8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to

establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

8.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Cox shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon, in all areas where Verizon and Cox service areas overlap, and Cox shall assign whole NPA-NXX codes to each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP, or per Commission or FCC order.

8.4 Cox will also designate a Routing Point for each assigned NXX code. Cox shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain Cox's choices regarding the size of the local calling area(s) that Cox may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, Verizon's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

9.1 Cooperation

The Parties will work cooperatively to install and maintain a reliable network. Cox and Verizon will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

9.2 Responsibility for Following Standards

Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other Party or any third parties connected with or involved directly in the network of the other.

9.3 Repeated or Willful Interference or Impairment

9.3.1 Except as otherwise provided in subsection 9.3.3 or 9.3.4, if Party A reasonably determines that the characteristics, facility or service or methods of operation used by Party B will or are likely to interfere with or impair Party A's provision of services, Party A may interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to the interference or impairment, provided however, that the degree of interruption or suspension must be proportionate to the harm to be avoided, subject to the following:

(a) Except in emergency situations, Party A shall have given Party B at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

(b) In emergency situations, Party A shall immediately contact Party B to give notice of the actual interference or impairment, and the need to immediately correct the condition.

9.3.2 Upon correction of the interference or impairment, Party A will promptly restore the temporarily suspended service or facility. During such period of suspension or interruption, there will be no compensation or credit allowance by Party A to Party B unless such interruption is found to be unreasonable or without justification, or unless Party A's tariffs provide for such compensation.

9.3.3 The Parties will use the following procedures to resolve any significant degradation of services caused by Cox's deployment of advanced services, unless other procedures are permitted by Applicable Law: Where Verizon claims that Cox's deployed advanced service is significantly degrading the performance of other advanced services or traditional voiceband services, Verizon will notify Cox and allow Cox a reasonable opportunity to correct the problem. Where the degradation remains unresolved by Cox after a reasonable opportunity to correct the problem, Verizon may establish before the Commission that Cox's particular technology deployment is causing the significant degradation. If Verizon demonstrates to the Commission that Cox's deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Cox shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

9.4 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow its standard procedures for isolating and clearing the outage or trouble. Cox and Verizon may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.5 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish at least ninety (90) days in advance of such change, and shall use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

10.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR

10.1 Joint Network Implementation and Grooming Process

Upon the request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia,

(a) standards to ensure that Traffic Exchange Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards;

(b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

(c) disaster recovery provision escalations;

(d) additional technically feasible IP(s) in a LATA as provided in section 4.2.3 above; and

(e) such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

Nothing in this subsection 10.1 shall affect either Party's obligations to meet the milestone dates set forth in Schedule 4.1 hereof.

10.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be equal in quality to that provided by each of the Parties to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law. If either Party is unable to fulfill its obligations under this subsection 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law.

10.3 Forecasting Requirements for Trunk Provisioning

10.3.1 The Parties will develop joint non-binding forecasting of trunk groups in accordance with this Section 10.3. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts will include:

(a) yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and

(b) the use of (i) CLCI-MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.

10.3.2 Descriptions of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 10.3.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. Cox shall notify Verizon promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

10.3.3 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

10.3.4 At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous twelve (12) months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01 or B.005) or the Joint Interconnection Grooming Plan referenced in Section 10.1. When a condition of excess capacity is identified, Verizon will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with Cox for possible network efficiency adjustment.

10.3.5 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than three (3) months in advance of changes that either Party reasonably believes would have a materially adverse effect on either Party's provision of services.

10.3 Trunk Administration and Forecasting

10.3.1 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 Verizon; and Verizon will be responsible for monitoring traffic loads and service levels on the one-way trunk groups carrying traffic from Verizon to Cox. Cox will determine the sizing and timing of new trunk groups and trunk group additions for trunk groups carrying traffic from Cox to Verizon. Verizon will determine the sizing and timing of new trunk groups and trunk group additions for trunk groups carrying traffic from Verizon 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 Verizon to plan and implement (if necessary) new trunk groups and trunk group additions.

10.3.2 Trunk Forecasts. Within ninety (90) days of the Effective Date, Cox shall provide Verizon a two (2) year traffic forecast of all Traffic Exchange Trunk groups over the next eight (8) quarters in accordance with the Verizon 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 Verizon, and trunk groups carrying traffic from Verizon to Cox. Cox's forecast shall be updated and provided to Verizon 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~~ Reciprocal Compensation Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for Cox-IP's and Verizon-IP's), interface type (e.g., DS1), and trunks in service each year (cumulative). Verizon agrees that such forecasts shall be subject to the confidentiality provisions defined in Section 28.4.

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

10.4 Demand Management Forecasts

Cox will furnish Verizon with good faith demand management forecasts including but not limited to: unbundled Network Elements, collocation and resale products. Such forecasts will describe Cox's expected needs for service volumes, and timeframes for service deployment, by Wire Center. Cox agrees to provide such forecasts to Verizon thirty (30) days following the Effective Date, with updates to follow every six months thereafter. Verizon agrees that such forecasts shall be subject to the confidentiality provisions defined in Section 28.4.

10.5 Confidentiality of Forecasts

The Parties agree to treat forecasting information as Proprietary Information under the applicable terms of this Agreement. Verizon and Cox shall ensure that forecasting information will not be provided to either of their retail marketing groups. Neither Party's retail marketing group shall use, view or be informed about the other Party's forecasting information. The Parties agree that forecast information shall be provided only to those personnel who have a need to know.

11.0 UNBUNDLED ACCESS

11.1 In accordance with, but only to the extent required by, Applicable Law, and pursuant to, and in accordance with the terms, conditions and provisions of this Agreement, Verizon 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.

11.1.1 Nothing contained in this Agreement shall be deemed to constitute agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Cox on an unbundled basis. Nothing contained in this Agreement shall limit Verizon's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority relating to or pertaining to Verizon's obligations under this Agreement or Applicable Law.

11.1.2 To the extent that Verizon 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 Verizon (a "Verizon 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 Verizon UNE Tariff, to the extent that Verizon 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 Verizon 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 Verizon'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 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.

11.1.3 Verizon shall be required to provide a Network Element on an unbundled basis only where necessary facilities are available *provided, however*, that this Section 11.1.3 shall not modify Verizon's obligation under Section 11.9.2 of this Agreement to provide Cox with access to unbundled loops where integrated digital loop carrier technology or similar remote concentration devices are present, in accordance with, but only to the extent required by, Applicable Law.

11.1.4 In accordance with, but only to the extent required by Applicable Law, Verizon will not separate Network Elements ordered by Cox that are already combined in Verizon's network, unless Cox requests that Verizon separate the Network Elements.

11.2 Verizon's Provision of Network Elements

Subject to Section 11.1, Verizon shall provide Cox access to the following:

11.2.1 Loops, as set forth in subsection 11.3;

11.2.2 Network Interface Device, as set forth in subsection 11.4;

11.2.3 Switching Elements, as set forth in subsection 11.5 and Schedule 11.5;

11.2.4 Interoffice Transmission Facilities, as set forth in subsection 11.6;

11.2.5 Signaling Links and Call-Related Databases, as set forth in subsection 11.8 and Section 17;

11.2.6 Operations Support Systems, as set forth in subsection 11.7 and Schedule 11.7;

11.2.7 such other Network Elements in accordance with subsection 11.10 and Exhibit B below.

11.3 Loops

Subject to Section 11.1 and subsection 11.9, Verizon 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 Section 11, and Applicable Law.

11.3.1 "2-Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described in Verizon TR-72565. If "Customer-Specified Signaling" is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. The service is more fully described in Verizon TR-72570.

11.3.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Verizon TR-72570.

11.3.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps ISDN services in accordance with T1.601.

11.3.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of ADSL, Splitterless ADSL, or RADSL signals that meet the requirements in T1.413, T1.419, or

T1 Technical Report No. 59, respectively. In addition, ADSL-Compatible Loops will be available only where existing copper facilities are non-loaded and the length plus bridged tap is less than 12,000 feet in the case of ADSL-C Loops or less than 18,000 feet in the case of ADSL-R Loops.

11.3.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible Loops will be available only where existing copper facilities meet Verizon's specifications or, where available, applicable industry standards.

11.3.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" provides a channel with 4-wire interfaces at each end. Each 2-wire channel is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible Loops will be available only where existing copper facilities meet Verizon's specifications or, where available, applicable industry standards.

11.3.7 "4-Wire DS1-compatible Loop" provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available where existing facilities meet applicable industry standards, as more fully described in Verizon TR-72575.

11.3.8 "Digital Designed Loops" are comprised of designed loops that meet specific Cox requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, or BRI ISDN (Premium) Loops. "Digital Designed Loops" may include requests for:

(A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap, for use with technologies conforming to DSL Class 1 criteria;

(B) a 2W ADSL-R Loop of 12k to 18k ft. with an option to remove bridged tap;

(C) a 2W ADSL-C Loop of less than 12k ft. with an option to remove bridged tap;

(D) a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap:

(E) a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;

(F) a 2W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;

11.3.8.1 Verizon shall make Digital Designed Loops available to Cox at the rates as set forth in Exhibit A. These rates and/or rate structures shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect. If the Commission should approve or make effective rates and/or rate structures different than those shown in Exhibit A, the rates and/or rate structures approved or made effective by the Commission shall supersede those shown in Exhibit A upon the effective date of such rates and/or rate structures.

11.3.8.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 11.3.8.2, Items A-F):

(A) Cox shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

(B) Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL and HDSL signals. The results of this survey will be stored in a mechanized database and made available to Cox as the process is completed in each Central Office. Cox must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL or HDSL Loop. Charges for mechanized loop qualification information are set forth in Exhibit A. Cox may use prequalified Loops to offer SDSL or IDSL services, but neither Verizon's prequalification process nor its current Loop offerings are designed to ensure compatibility with such services or any services other than those set forth in the Loop descriptions set forth above.

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

(D) If the mechanized loop qualification database indicates that a Loop does not qualify (*e.g.*, because it does not meet the applicable technical parameters set

forth in the Loop descriptions above), Cox may request a manual loop qualification, as described in paragraph C, to determine whether the result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).

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

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

11.3.8.3 Cox acknowledges that Digital Designed Loops are currently being rolled out throughout Verizon's service territory, including areas where Verizon may not have a retail service that utilizes comparable Loop facilities. As a result, it is possible that provisioning intervals for Digital Designed Loops may not be at optimal levels during the early stages of this roll out. The Parties will make reasonable efforts to coordinate their respective roles in the early phases of the roll out in order to minimize provisioning problems. In general, where Cox orders a Digital Designed Loop and requests Loop conditioning and/or Loop extensions, an interval of eighteen (18) business days will be required by Verizon to complete the Loop analysis and the necessary work involved in conditioning and/or extending the Loop as follows:

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

(B) After Verizon has analyzed the loop and related plant records and created an Engineering Work Order, Verizon perform the Loop conditioning and Loop extension activities requested by Cox. Loop conditioning and Loop extension activities

are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval.

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

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

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

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

11.3.11 Unless otherwise agreed to in writing by Verizon, Cox shall use any Loop made available by Verizon pursuant to this Agreement only with the specific type of technology for which the type of Loop is intended. Verizon expressly reserves the right to terminate Cox's use of any Verizon-provided Loop, upon notice to Cox if Verizon determines that Cox is in breach of this subsection 11.3.11, and after Cox has been given reasonable opportunity to correct the problem.

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

11.3.13 Verizon shall provide nondiscriminatory access to Verizon's

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

11.3.14 Sub-Loop

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

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

11.3.14.3 Cox may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if Cox is collocated at a remote terminal and the FDI for such Sub-Loop is located in such terminal, from the collocation arrangement of Cox at such terminal. To obtain access to a Sub-Loop, Cox shall install a COPIC on an easement or Right of Way obtained by Cox within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a Cox COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by Cox for any electronics in the COPIC. Cox shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

11.3.14.4 Cox may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Cox, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridge tap, the amount of bridge

tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

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

USLA Project Manager
Verizon
Room 509
125 High Street
Boston, MA 02110
E-mail: Collocation.applications@BellAtlantic.com

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

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

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

interconnecting cable.

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

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

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

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

11.3.15 House and Riser Cable

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

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

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

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

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

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

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

11.3.15.4 Cox must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and

Riser Cable. Verizon shall perform cutover of a Customer to Cox service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to Cox's termination block, and Verizon shall determine how to perform such installation. Cox shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Cox in accordance with Cox's order for such conversion.

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

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

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

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

11.3.16 Dark Fiber

11.3.16.1 Notwithstanding anything set forth in this Agreement, subject to the conditions set forth in Section 11.9 and upon request, Verizon shall provide to Cox access to Dark Fiber Loops (as such term is hereinafter defined) and to Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section_11.3.16 and the rates set forth in Exhibit A. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a Verizonfiber optic cable sheath between a Verizon end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Cox central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. When Cox submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when Verizon installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Agreement, Verizon shall provide Cox with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

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

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

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

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

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

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

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

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

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

(ii) A field survey that shows the availability of dark fiber pairs between two Verizon central offices, a Verizon central office and a Cox central office or a Verizon end office and the premises of a Customer, shows whether or not such pairs are defective,

shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs. If a field survey shows that a dark fiber pair is available and Cox submits an order for access to such pair, Verizon does not guarantee or warrant that the pair will be available when Verizon receives such order, and Cox assumes all risk that the pair will not be available. Verizon shall perform a field survey subject to a negotiated interval. If Cox submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Cox assumes all risk that the pair will not be compatible with Cox's equipment, including, but not limited to, order cancellation charges.

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

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

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

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

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

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

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

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

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

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

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

11.4 Network Interface Device

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

11.5 Unbundled Switching Elements

Subject to Section 11.1, Verizon shall make available to Cox the local Switching Element and tandem Switching Element unbundled from transport, local Loop transmission, or other services in accordance with Applicable Law and as more fully described in Schedule 11.5.

11.6 Interoffice Transmission Facilities

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

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

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

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

11.6.2 To the extent required by Applicable Law, Verizon shall:

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

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

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

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

11.7 Operations Support Systems

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

11.8 Signaling Networks and Call-Related Databases

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

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

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

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

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

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

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

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

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

11.8.10 Verizon shall provide Cox with the information necessary to enter correctly, or format for entry, the information relevant for input into Verizon's Service Management System.

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

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

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

a) AIN subscriber-based triggers will be provided;

b) AIN Group-based triggers will be provided;

c) AIN Office-based (ten digit triggers) will be provided to Cox upon Cox's demonstration of subscriber responsibility (customer ownership) for that ten digit number requested; and

d) AIN Office-based, Specific Digit String Trigger (three through nine digit triggers) will be explored on an individual case basis. However, due to LNP potential to extract one CLEC subscriber's number from within a group of another CLEC's block of numbers, Verizon cannot ensure the propriety of an individual CLEC's customer data. Therefore, as a general policy, three through nine digit AIN Office-based triggers will not be made available until technology allows partitioning of these Office-based triggers.

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

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

11.9 Limitations on Unbundled Access

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

11.9.2 Verizon shall provide Cox access to its Loops at each of Verizon'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, Verizon 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, Verizon 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 Verizon 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 Verizon'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, Verizon's standard provisioning intervals shall not apply to Loops provided under this subsection 11.9.2.

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

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

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

11.9.6 If as the result of Cox Customer actions (i.e., Customer Not Ready ("CNR"), Verizon 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 Verizon's applicable retail Tariff.

11.10 Availability of Other Network Elements on an Unbundled Basis

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

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

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

11.10.4 Verizon will notify Cox of the availability of new unbundled Network Elements upon their commercial availability.

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

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

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

11.11.2 Cox shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR").

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

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

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

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

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

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

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

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

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

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

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

11.12 Maintenance of Loops

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

11.13 Combinations of Network Elements

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

Combination, the Parties will negotiate in good faith and include in this Agreement such terms, conditions, and prices.

11.13.2.1 In accordance with, but only to the extent required by Applicable Law, Cox may order and Verizon shall provide an existing combination of unbundled loop, unbundled local switching, unbundled shared transport, also known as a "UNE Platform" Combination.. In accordance with Appendix B-2, Bell Atlantic/GTE Unbundled Network Elements Ordered Application-Application (LSR) of "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, Memorandum Opinion and Order, FCC CC Docket No. 98-184, (June 16, 2000), as amended from time to time, Verizon shall provide to Cox electronic ordering capability for "UNE Platform" Combinations

11.13.2.2 When Cox orders a Combination of Network Elements that are currently interconnected and functional, Verizon will provide such Combination of Network Elements on an interconnected and functional basis unless Cox requests otherwise. Verizon's rates for Combinations of Network Elements will be in accordance with Applicable Law.

11.13.3 Conversion of Special Access Services to Loop-Transport Combinations

11.13.3.1 Notwithstanding any other provision of this Agreement, Bell Atlantic will allow Cox to convert special access services to a Combination of unbundled Loop and unbundled transport Network Elements in accordance with, but only to the extent required by, Applicable Law. If and, to the extent that, such conversions are required under Applicable Law, Verizon will provide such conversions on the following terms (subject to changes, if any, that Verizon mkes that are required or permitted under Applicable Law, notice of which changes Verizon will provide to Cox in writing):

11.13.3.1.1 The Parties acknowledge that special access services are ordinarily provided through channel terminations together with dedicated interoffice mileage. Special access services that are eligible, under Applicable Law, for conversion may be converted to a Combination of unbundled Loop and unbundled transport Network Elements pursuant to the terms of this Section 11.13.3. Bell Atlantic will convert a special access circuit to a Loop-transport Combination if Cox (1) appropriately identifies the subject circuit (i.e., Cox notifies Verizon in an electronic file format agreed to by the Parties of the applicable BAN, circuit ID, NC code, primary NCI code, secondary NCI code, ACTL CLLI of circuit ID, CFA, ~~PIU~~Traffic Factor 1, class of service, USOC, USOC quantities, billed rate per USOC, discount plan, start date of plan, and end date of plan), (2) certifies in writing, as set forth below, that the identified Loop-transport Combination will be used to provide a significant amount of local exchange service to a particular Cox

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

end user Customer and if applicable, associated Switched Exchange Access Service to such Cox end user Customer (such certification specifying, among other things, the option under which Cox is making the certification), and (3) also meets the other requirements set forth in this Section 11.13.3. It is presumed that Cox is providing a significant amount of local exchange service to a particular Cox end user Customer if it meets each of the criteria set forth in one of the following three circumstances:

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

(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 fifty (50) percent of the activated channels on the Loop portion of the Loop-transport Combination have at least five (5) percent local voice traffic individually, and the entire Loop facility has at least ten (10) percent local voice traffic. When a Loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. The Loop-transport Combination must terminate at Cox's Collocation arrangement in at least one Verizon Central Office. This option does not allow Loop-transport Combinations to be connected to Verizon's tariffed services; or

(c) Cox certifies that at least fifty (50) percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least fifty (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 thirty-three (33) percent local voice traffic. When a Loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. This option does not allow Loop-transport Combinations to be connected to Verizon's tariffed services. Under this option only, Collocation is not required.

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

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

11.13.3.1.3 In addition to and without in any way limiting the audit rights provided elsewhere in this Agreement, Verizon has the right to perform limited audits only to the extent reasonably necessary to confirm Cox's compliance with the local usage requirements. Verizon will hire and pay for an independent auditor to perform any such audit, using the records that Cox keeps in the normal course of business (Cox hereby agreeing that it will maintain appropriate records that it can rely upon to support its local usage certifications), and Cox will promptly reimburse Verizon for the cost of such audit if the audit uncovers noncompliance with the local usage option to which Cox certified. Verizon will provide at least thirty (30) days' written notice to Cox prior to conducting any audit. Verizon will not conduct more than one (1) audit of Cox in any calendar year unless the audit finds noncompliance.

11.13.3.1.4 In connection with any conversion of special access services to a Combination of unbundled Loop and unbundled transport Network Elements, Cox agrees that it will promptly pay to Verizon (or, atVerizon's option, accedes toVerizon's set-off against any amounts otherwise owed to Cox) any termination liabilities and/or minimum service period charges underVerizon's applicable tariffs with respect to Cox ceasing to purchase the subject special access services that are being converted to a Loop-transport Combination.

11.14 UNE Rates

11.14.1 Verizon shall make NIDs available to Cox at the rates set forth in Exhibit A. Verizon shall provide access to 4-Wire 56 kbps Loops, DS-3 Loops, 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 Verizon is developing the Rates and Verizon has not finished developing the Rates as of the Effective Date. When Verizon finishes developing a Rate, Verizon shall notify Cox in writing of such Rate in accordance with, and subject to, the notices provision of this Agreement. If Verizon files such Rate with the Commission (e.g., in a Tariff or in a Commission proceeding), Verizon shall bill Cox, and Cox shall pay to Verizon, 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 Verizon to Cox pursuant to this Section 11.14.1 of such Rate that Verizon files with the Commission shall be deemed to be a part of Exhibit A immediately after Verizon sends such notice to Cox and thereafter. If Verizon does not file such Rate with the Commission, the Rate shall be mutually agreed to by the Parties and incorporated by amendment to this Agreement.

11.14.2 The rates and/or rate structures for a 4-Wire 56 kbps Loop, a DS-3 Loop, a NID, a Combination, a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable, to the extent such rates and/or rate structures are part of Exhibit A, shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect as a result of a proceeding before the Commission. The rates and/or rate structures approved by the Commission or otherwise allowed to go into effect as a result of a proceeding before the Commission for a 4-Wire 56 kbps Loop, a DS-3 Loop, a NID, a Combination, a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable shall supercede those shown in Exhibit A. The permanent rates shall be effective retroactively to the Effective Date of this Agreement. The Parties shall true-up any amounts previously invoiced as if the permanent rates had been in effect as of the Effective Date of this Agreement. Each Party shall invoice the other for any amounts due to it as a result of such true-up, and all such invoices shall be paid in accordance with the Billing and Payment provisions of this Agreement.

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

12.1 Availability of Retail Rates for Resale

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

12.2 Availability of Wholesale Rates for Resale

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

12.3 Availability of Support Services and Branding for Resale

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