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FILE NO: 46001.000278

November 13, 2001

By Hand Delivery

Ms. Magalie R. Salas
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

WorldCom, Cox, and AT&T ads. Verizon
CC Docket Nos. 00-218, 00-249, and 00-251

Dear Ms. Salas:

Enclosed please find four copies of Verizon VA's (i) proposed interconnection agreement to Cox and (ii) proposed interconnection agreement to AT&T. Verizon VA will forward its proposed interconnection agreement to WorldCom as soon as possible.

Please do not hesitate to call me with any questions.

Sincerely,

Kelly L. Faglioni
Counsel for Verizon

KLF/ar
Enclosures
cc: Dorothy T. Attwood, Chief, Common Carrier Bureau (8 copies)
Jeffery Dygert (w/o enclosure)
Katherine Farroba (w/o encl.)
John Stanley (w/o encl.)

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Expedited Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration	)	CC Docket No. 00-218
In the Matter of Petition of Cox Virginia Telecom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc. and for Arbitration	)	CC Docket No. 00-249
In the Matter of Petition of AT&T Communications of Virginia Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes With Verizon Virginia Inc.	)	CC Docket No. 00-251

VERIZON'S PROPOSED AGREEMENT WITH COX

**Updated Exhibit C-2 to Verizon VA's Answer to Cox Request for Arbitration*

EXHIBIT 2

INTERCONNECTION AGREEMENT

April 18, 2001

by and between

VERIZON VIRGINIA INC.

and

COX VIRGINIA TELCOM, INC.

INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is effective as of the ___ day of _____, 2001 (the "Effective Date"), by and between Verizon Virginia Inc. ("Verizon"), a corporation with offices at 600 East Main Street, Richmond, VA, 23261, and Cox Virginia Telcom, Inc. ("Cox"), a Virginia public service corporation with offices at 225 Clearfield Avenue, Virginia Beach, VA, 23462.

WHEREAS the Parties want to interconnect their networks at mutually agreed upon Points of Interconnection to provide Telephone Exchange Services, Switched Exchange Access Services and other Telecommunications Services (all as defined below) to their respective Customers; and

WHEREAS the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act") has specific requirements for Interconnection, unbundled Network Elements and resale service, and the Parties intend that this Agreement meet these requirements; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cox and Verizon hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1. All capitalized terms used but not defined herein shall have the meanings set forth in the Act. Where the meanings set forth in this Agreement differ from the meanings set forth in the Act, the meanings set forth in the Act will control.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996) and interpreted in the duly authorized rules, regulations, and orders of the FCC or the Commission.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which complies with ANSI standard T1.413-1998.

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

1.3 "Agreement" means this Interconnection Agreement, including all Exhibits, Schedules, addenda and attachments referenced herein and/or appended hereto.

1.4 "Ancillary Traffic" means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLV/BLVI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB and information services requiring special billing.

1.5 "ANI" or "Automatic Number Identification" means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.6 "Applicable Law" means all laws, regulations and orders applicable to each Party's performance of its obligations hereunder.

1.7 "BFR" or "Bona Fide Request" means the process described in Exhibit B that prescribes the terms and conditions relating to Cox's request that Verizon provide access to an unbundled Network Element that Verizon does not provide under the other terms of this Agreement.

1.8 "Busy Line Verification" or "BLV" means an operator request for a status check on the line of a called party. The request is made by one Party's operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.9 "Busy Line Verification and Interrupt" or "BLVI" means a service that may be requested and provided when BLV has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.10 "CCS" or "Common Channel Signaling" means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI"). Verizon and Cox currently utilize this out-of-band signaling protocol. "CCSAC" or "CCSAS" means the Common Channel Signaling access connection or access service, respectively, which connects one Party's signaling point of Interconnection ("SPOI") to the other Party's Signaling Transfer Point for the exchange of SS7 messages.

1.11 "Central Office" means a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls

over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXXs"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

1.12 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.13 "CLASS Features" means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; and future CCS-based offerings.

1.14 "Collocation" means an arrangement in which the equipment of one Party (the "Collocating Party") is installed and maintained at the Premises of the second Party (the "Housing Party") for the purpose of Interconnection with or access to the unbundled Network Elements of the Housing Party.

1.15 "Commission" means the Virginia State Corporation Commission.

1.16 "CLEC" or "Competitive Local Exchange Carrier" means any Local Exchange Carrier other than Verizon that is operating as such in Verizon's certificated territory in Virginia. Cox is a CLEC.

1.17 "CPN" or "Calling Party Number" is a Common Channel Signaling ("CCS") parameter which identifies the calling party's telephone number.

1.18 "Cross Connection" means a jumper cable or similar connection provided in connection with a Collocation arrangement at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party (see definition of "Collocation").

1.19 "Customer" means a third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties, provided, however, that the term "Customer" does not include a Party except in the case where that Party is a business end-user subscriber to Telephone Exchange Services provided by the other Party.

1.20 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.21 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

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

1.22 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.23 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

1.24 "End Office Switch" or "End Office" is a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

1.25 "Entrance Facility" means the facility between a Party's designated premises and the Central Office serving that designated premises.

1.25a "Extended Local Calling Scope Arrangement" means an arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area.

1.26 "FCC" means the Federal Communications Commission.

1.26a "FCC Internet Order" means the FCC's Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (adopted April 18, 2001).

1.27 "FCC Regulations" means the regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

1.28 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which complies with TA-NWT-001210, Issue 1, Generic Requirements for High-Bit-Rate Digital Subscriber Lines, Telcordia.

1.29 "Independent Telephone Company" or "ITC" means any entity other than Verizon which, with respect to its operations within Virginia, is an Incumbent Local Exchange Carrier.

1.29a "Information Access" means the provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services.

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

1.30 "Information Services Traffic" means ~~Local~~ Reciprocal Compensation Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

1.31 "Inside Wire" or "Inside Wiring" means all Loop plant owned by Verizon on the Customer premises as far as the point of demarcation, as defined in 47 CFR § 68.3, including the Loop plant near the Customer premises. The term "Inside Wire" does not include deregulated inside wire on the end user customer premises, which is wire on the customer side of the Rate Demarcation Point and wire that is not owned by Verizon.

1.32 "Integrated Digital Loop Carrier" or "IDLC" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) loop transmission paths combined into a 1.544 Mbps digital signal.

1.33 "Integrated Services Digital Network" or "ISDN" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for digital transmission of two 64 kbps bearer channels and one 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN ("PRI-ISDN") provides for digital transmission of twenty three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23 B+D).

1.34 "ISDL" or "ISDN Digital Subscriber Line" means a transmission technology which uses the ISDN physical layer protocol defined in ANSI standard T1.601, but not the higher layer ISDN protocol standards.

1.35 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

1.36 "Internet Traffic" means any traffic that is transmitted to or returned from ~~an~~ the Internet ~~Service Provider~~ at any point during the duration of the transmission.

1.37 "IP" or "Interconnection Point" means the point at which a Party who receives traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that traffic.

1.38 "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for BRI-ISDN service.

1.39 ~~"Local Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's~~

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

~~network within a given local calling area, or expanded area service ("EAS") area (based on the rate center point of the originating and terminating NPA-NXXs of the callers), as defined in Verizon's effective Customer Tariffs. Local Traffic includes *does not include* Internet Traffic.~~[Intentionall omitted.]

1.40 "Loop" means a transmission facility between a distribution frame (or its equivalent) in a Customer's serving Central Office and the Loop demarcation point at that Customer premises, including inside wire owned by Verizon. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. Where the Loop is Dark Fiber from a distribution frame (or its equivalent) in a Customer's serving Central Office to the Loop demarcation point at that Customer premises, the Loop is provided without electronics. The Loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity transmission media. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

1.41 "Main Distribution Frame" or "MDF" means the primary point at which outside plant facilities terminate within a Wire Center, for Interconnection to other Telecommunications facilities within the Wire Center.

1.41a "Measured Internet Traffic" means dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined in Verizon's effective Customer Tariffs (including, but not limited to, to the extent applicable, Verizon Tariffs S.C.C.-Va.-Nos. 201 and 202). For the purposes of this definition, a Verizon local calling area includes a non-optional Extended Local Calling Scope Arrangement, but does not include an optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic.

1.42 "MECAB" means the Multiple Exchange Carrier Access Billing ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

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

1.43 "MECOD" means the Multiple Exchange Carriers Ordering and Design ("MECOD") Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

1.44 "Meet-Point Billing" or "MPB" means an arrangement whereby two or more LECs jointly provide to a third party (e.g., an Interexchange Carrier) the transport element of a Switched Exchange Access Service to one of the LECs' End Office Switches. Each LEC receives an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs.

1.45 "Meet Point Billing Traffic" means traffic that is subject to an effective Meet-Point Billing arrangement.

1.46 "Mid-Span Fiber Meet" means an Interconnection architecture whereby two carriers' transmission facilities meet at a mutually agreed-upon Point of Interconnection ("POI"), limited by technical feasibility and the availability of facilities, utilizing a fiber hand-off and, at the delivering carrier's option, may interface with such carrier's collocated equipment to gain access to unbundled Network Elements.

1.47 "Network Interface Device" or "NID" is defined as any means of interconnection of Customer Premises deregulated inside wire to Verizons distribution plant, such as a cross connect device used for that purpose.

1.48 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.49 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. There are two general categories of NPAs, "Geographic NPAs" and "Non-Geographic NPAs." A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code," is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.50 "NXX," "NXX Code," or "End Office Code" means the three digit switch entity indicator (i.e., the first three digits of a seven digit telephone number).

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

1.51 ~~"Percent Interstate Usage" or "PIU" is a factor that distinguishes the interstate portion of minutes from the intrastate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PIU is a whole number developed through consideration of every call in which the calling and called party are not located within the LATA. PIU is the first such factor applied to traffic for jurisdictional separation of traffic.~~[Intentionally omitted.]

1.52 ~~"Percent Local Usage" or "PLU" is a factor that distinguishes the intraLATA, intrastate portion of minutes from the interLATA, intrastate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PLU is a whole number developed through consideration of every call in which the calling and called party are located within the same Rate Center Area. The PLU factor is applied to traffic only after the PIU factor has been applied for jurisdictional separation of traffic.~~[Intentionally omitted.]

1.53 "Port Element" or "Port" means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which interconnects individual Loops or individual Customer trunks with the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer's network address. The Port Element is part of the provision of unbundled local Switching Element.

1.54 "Point of Interconnection" or "POI" means the physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.

1.55 "RADSL" or "Rate Adaptive Digital Subscriber Line" means a transmission technology which complies with Technical Report No. 59, Single-Carrier Rate Adaptive Digital Subscriber Line (RADSL), Alliance for Telecommunications Industry Solutions.

1.56 "Rate Center Area" or "Exchange Area" means the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

1.57 "Rate Center Point" means a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.58 "Rate Demarcation Point" means the point of the property or premises where network access recurring charges and Verizon responsibility stop and beyond which Customer or property owner responsibility begins.

1.59 "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier ("CLLI") code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center Area.

1.60 "Reciprocal Compensation" means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of ~~Local~~ Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in subsection 5.7).

1.60a "Reciprocal Compensation Traffic" means Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined in Verizon's effective Customer Tariffs (including, but not limited to, to the extent applicable, Verizon Tariffs S.C.C.-Va.-Nos. 201 and 202). Reciprocal Compensation Traffic does not include: (1) any Measured Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as set forth in Verizon's effective Customer Tariffs (including, but not limited to, to the extent applicable, Verizon Tariffs S.C.C.-Va.-Nos. 201 and 202); (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (6) Tandem Transit Traffic. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

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

1.61 "SDSL" or "Symmetrical Digital Subscriber Line" means a transmission technology which can be used to transmit high speed symmetrical digital signals at 784 Kbps or less over compatible copper Loops.

1.62 "Service Management System" is defined as a computer database or system not part of the public switched network that, among other things:

(a) Interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call; and

(b) Provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.

1.63 "Splitterless ADSL" or "Splitterless Asymmetric Digital Subscriber Line" means a transmission technology which complies with ANSI standard T1.419-2000.

1.64 "Subloop" means any portion of the Loop that is technically feasible to access at terminals in Verizon's outside plant, including Inside Wire. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface.

1.65 "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.66 "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.67 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Telephone Toll Service Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access, 877 access, 866 access and 900 access.

1.68 "Switching Element" is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a Verzion End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user Customer(s). The Switching Element is provisioned with a Port Element, which provides Line Side access to the Switching Element.

1.69 "Tandem Switch" or "Tandem Office" or "Tandem" is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office or Tandem Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

1.70 "Tariff" means any applicable federal or state Tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility or arrangement. A Tariff shall not include Verizon's "Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services" which may be approved or may be pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

1.71 "Toll Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not ~~Local~~ Reciprocal Compensation Traffic, Measured Internet Traffic or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic," depending on whether the originating and terminating points are within the same LATA.

1.71a "Traffic Factor 1" means a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ([Interstate Traffic Total Minutes of Use {excluding Measured Internet Traffic Total Minutes of Use} ÷ {Interstate Traffic Total Minutes of Use + Intrastate Traffic Total Minutes of Use}] x 100). Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU."

1.71b "Traffic Factor 2" means a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of intrastate traffic. ([{Reciprocal Compensation Traffic Total Minutes of Use + Measured Internet Traffic Total Minutes of Use} ÷ Intrastate Traffic Total Minutes of Use] x 100). Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU."

1.72 "Trunk Side" means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (e.g., another carrier's network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

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

1.73 "Voice Grade" means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56/64 kbps channel), the terms "DS-0" or "sub-DS-1" may also be used.

1.74 "Wire Center" means a building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the Premises for one or more Central Offices.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Verizon or other third party offerings, guides or practices), statute, regulation, governmental rule or Tariff is to such agreement, instrument, statute, regulation, or governmental rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, governmental rule or Tariff, to any successor provision).

2.2 Each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. Subject to the terms set forth in Section 20 regarding rates and charges, if any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific shall prevail over the more general. If any provision contained in this main body of the Agreement and any Schedule or Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff or in such Tariff but not in this Agreement, shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2. The Parties agree to give notice of all proposed Tariff changes, as required by Applicable Law.

3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and pricing under which Verizon and Cox will offer and provide to each other within each LATA in which they operate within Virginia: a) Interconnection and ancillary services for their respective use in providing Telephone Exchange Service; b) resale of local Telecommunications Services; and c) services related to a) and b). This Agreement also sets forth the terms, conditions

and pricing under which Verizon will offer and provide to Cox within each LATA in which they operate within Virginia access to unbundled Network Elements. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Commission, and the Parties will refrain from requesting any action to change, suspend or otherwise delay implementation of the Agreement.

3.2 If, during the Term of this Agreement, Cox is classified as a comparable carrier pursuant to Section 251(h)(2) of the Act or as an incumbent local exchange carrier pursuant to Section 251(h)(1) of the Act, then the terms, conditions and pricing under which Cox, in its capacity as a comparable carrier or as an incumbent local exchange carrier, will offer and provide Interconnection, access to unbundled Network Elements and ancillary services to Verizon shall be the same as those under which VERIZON offers and provides Interconnection, access to unbundled Network Elements and ancillary services to Cox in Verizon's capacity as an incumbent local exchange carrier. During the first ninety (90) days after Cox's classification as a comparable carrier or as an incumbent local exchange carrier, Cox may request that the Parties negotiate an amendment to this Agreement regarding the terms; conditions and pricing under which Cox will offer and provide Interconnection, access to unbundled Network Elements and ancillary services to Verizon.

4.0 INTERCONNECTION AND PHYSICAL ARCHITECTURE

4.1 Interconnection Activation

Cox represents that it is providing fully operational service predominantly over its own Telephone Exchange Service facilities to business and residential Customers in Virginia through the IPs listed in the attached Schedule 4.1. Cox and Verizon have set forth in Schedule 4.1 their implementation schedule for their initial IPs through which they intend to provide service. To the extent Verizon or Cox wishes to provide service through IPs in additional LATAs, Verizon and Cox will mutually agree to an implementation schedule for those IPs and amend Schedule 4.1 to reflect that implementation schedule. To that end, the Parties will establish and perform to milestones such as trunking arrangements for Traffic Exchange, timely submission of Access Service Requests, 911 Interconnection establishments, SS7 Certification and arrangements for alternate-billed calls.

4.2 Trunk Types and Interconnection Points

4.2.1 Trunk Types. Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups:

Traffic Exchange Trunks for the transmission and routing of terminating ~~Local~~ Reciprocal Compensation Traffic, Tandem Transit Traffic,

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

Measured Internet Traffic, translated LEC IntraLATA toll free service access code (e.g. 800/888/877/866) traffic, IntraLATA Toll Traffic between their respective Telephone Exchange Service customers pursuant to Section 251 (c)(2) of the Act, in accordance with Section 5;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877/866) traffic, between Cox Telephone Exchange Service customers and purchasers of Switched Exchange Access Service via a Verizon Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6;

911/E911 Trunks (one-way) for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7;

At Cox's option, Cox shall configure the following separate and distinct trunk groups:

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 7;

At either Parties' option, either Party may order:

BLV/BLVI Trunks for the transmission and routing of terminating BLV/BLVI traffic, in accordance with Section 7;

The Parties may configure other trunk groups as may be requested and agreed to by the Parties

4.2.2 Geographically Relevant Interconnection Points. ~~Each Party shall establish Interconnection Points ("IPs") at the available locations designated in Schedule 4.1. The mutually agreed-upon IPs on the Cox network from which Cox will provide transport and termination of traffic to its Customers shall be designated as the Cox Interconnection Points ("Cox-IPs"). The mutually agreed-upon IPs on the Verizon network from which Verizon will provide transport and termination of traffic to its Customers shall be designated as the Verizon Interconnection Point(s) ("Verizon-IP(s)"); provided that such Verizon-IP(s) shall be either the Verizon terminating End Office serving the Verizon Customer (for Interconnection where direct trunking to the Verizon End Office is used) or the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer (for Interconnection where direct trunking to the Verizon Tandem is used). Each Party is responsible for delivering its terminating traffic to the other Party's relevant IP.~~

4.2.2.1 In the case of Cox as a Receiving Party, Verizon may request,

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

and Cox will then establish, geographically-relevant IPs by establishing a Cox-IP at a Collocation site at each Verizon Tandem in a LATA (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon), for those (Cox) NXXs serving equivalent Verizon Rate Center Areas which subtend the Verizon Tandem (or Verizon End Office Hosts; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon) provided, however, if Collocation is not available at a particular Verizon Tandem, End Office Host or such other Verizon Wire Center chosen by Verizon, the Parties will negotiate a mutually acceptable Cox-IP in such case. Cox shall identify its IPs in writing pursuant to Section 4.1. If Cox fails to establish a geographically-relevant IP as provided herein within a commercially reasonable time, then Cox shall bill and Verizon shall pay only the applicable Reciprocal Compensation Traffic End Office call termination rate, as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the Cox-IP.

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

4.2.2.3 At any time that Cox establishes a Collocation site at a Verizon End Office, then either Party may request that such Cox Collocation site be established as the Cox-IP for traffic originated by Verizon Customers served by that End Office. In the case of Verizon making such request to Cox, Cox's obligation to establish an IP at a Cox Collocation site at a Verizon End Office shall be limited to no more than one (1) such Cox Collocation site within a given local calling area or non-optional Extended Local Calling Scope Arrangement as such areas are defined in Verizon's effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission. Such request shall be negotiated pursuant to the Joint Grooming Plan process, and approval shall not be unreasonably withheld or delayed. To the extent that the Parties have already implemented network interconnection in a LATA at a point that is not geographically relevant (as that term is described above) or another Cox-IP, then upon Verizon's request for a geographically-relevant Cox-IP at such End Office Collocation, the Parties shall negotiate a mutually-acceptable transition process and schedule to implement the geographically-relevant IPs. If Cox

should fail to establish an IP at an end office Collocation site pursuant to Verizon's request, or if the Parties have been unable to agree upon a schedule for completing a transition from existing arrangements to geographically relevant Cox-IPs or to an end office Collocation site Cox-IP within sixty (60) days following Verizon's request, Cox shall bill and Verizon shall pay the applicable Reciprocal Compensation Traffic End Office call termination rate for the relevant NXX, as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the Cox-IP.

4.2.2.4 The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 4.

4.2.2.5 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 4.

4.2.2.6 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.

4.2.2~~.1~~3 Each Party shall make available at least one designated IP in each LATA in which it has Customers, as designated in Schedule 4.2. Any additional traffic that is not covered in Schedule 4.2 and is not Switched Exchange Access traffic shall be subject to separate negotiations between the Parties, except that either Party may deliver such additional traffic to the other Party for termination as long as the delivering Party pays the receiving Party's then current tariffed Switched Exchange Access rates for terminating such traffic.

4.2.~~3~~4 Points of Interconnection. As and to the extent required by Section 251 of the Act, the Parties shall provide Interconnection of their networks at any technically feasible point, as described in Section 4.2. To the extent the originating Party's Point of Interconnection ("POI") is not located at the terminating Party's relevant IP, the originating Party is responsible for transporting its Reciprocal Compensation ~~t~~Traffic from its POI to the terminating Party's relevant IP.

~~*4.2.4 Geographic Relevance. In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP and POI on its network, the other Party may, at any time, request that the first Party establish*~~

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

~~*such additional technically feasible point as an IP and/or POI. Such requests shall be made as a part of the Joint Process established pursuant to subsection 10.1. A "geographically relevant" IP shall mean an IP that is located within the Verizon local calling area of equivalent Verizon end user Customers, but no greater than twenty five (25) miles from the Verizon Rate Center Point of the Verizon NXX serving the equivalent relevant end user Customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing Verizon local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party and which are assigned telephone numbers in the same Rate Center. If after thirty (30) days following said request such geographically relevant handoffs have not been made available by Cox, Cox shall bill and Verizon shall pay only the End Office Reciprocal Compensation rate for the relevant NXX less Verizon's transport rate from Verizon's originating End Office to Cox IP.*~~

4.2.4 The Parties shall configure separate one-way trunk groups for traffic from Cox to Verizon, and for traffic from Verizon to Cox, respectively; however, either Party may at its discretion request that the trunk groups shall be equipped as two-way trunks for testing purposes.

4.3 Physical Architectures

4.3.1 Cox shall have the sole right and discretion to specify any of the following three methods for interconnection at the Verizon-IPs:

(a) a Physical or Virtual Collocation node Cox established at the Verizon-IP; and/or

(b) a Physical or Virtual Collocation node established separately at the Verizon-IP by a third party with whom Cox has contracted for such purposes; and/or

(c) an Entrance Facility and transport (where applicable) leased from Verizon (and any necessary multiplexing), to the Verizon-IP.

4.3.2 Cox shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a Verizon-IP pursuant to Section 13.

4.3.3 Cox may order from Verizon any of the Interconnection methods specified above in accordance with the order intervals, and other terms and conditions, including without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

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

4.3.4 Verizon shall have the sole right and discretion to specify any of the following method for Interconnection at any of the Cox-IPs:

(a) an Entrance Facility leased from Cox (and any necessary multiplexing), to the Cox-IP.

(a) a physical, virtual or other alternative Collocation node Verizon establishes at the Cox-IP; and/or

(b) a physical, virtual or other alternative Collocation node established separately at the Cox-IP by a third party with whom Verizon has contracted for such purposes; and/or

4.3.5 Verizon shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation node it establishes at a Cox-IP pursuant to Section 13.

4.3.6 Verizon may order from Cox the Interconnection method specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.3.7 The publication "Bellcore Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination" describes the specification and interfaces generally utilized by Verizon and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.

4.3.8 In recognition of the large number and variety of Verizon-IPs available for use by Cox, Cox's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of Cox-IPs available to Verizon to select from for similar purposes, Cox shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a Verizon-IP to a Cox-IP in any given LATA.

4.4 Alternative Interconnection Arrangements

4.4.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement which may include a SONET backbone with an electrical interface at the DS-3 level in accordance with the terms of this subsection 4.4. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off to the other Party and (b) compensate

the terminating Party for transport of its traffic from the POI to the terminating Party's IP at rates set forth in Exhibit A.

4.4.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

4.4.3 Mid-Span Fiber Meet arrangements shall be used only for the termination of ~~Local~~ Reciprocal Compensation Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to permit its utilization for other traffic types and unless and until the Parties have agreed in writing on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available.

4.4.4 Cox and Verizon shall work cooperatively to install and maintain a reliable network as agreed pursuant to Section 4.4.2. Cox and Verizon shall exchange appropriate information (e.g., maintenance contact numbers, information related to the jointly constructed network configuration, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.4.5 Cox and Verizon shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion.

4.5 Interconnection in Additional LATAs

4.5.1 If Cox determines to offer Telephone Exchange Services in any LATA in Virginia not listed in Schedule 4.1 in which Verizon also offers Telephone Exchange Services, Cox shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.5.2 The notice provided in subsection 4.5.1 shall include (a) the Cox IP; (b) the requested Verizon-IP; (c) the initial Rating Point Cox has designated in the new LATA; (d) Cox's intended Interconnection activation date; and (e) a forecast of Cox's trunking requirements conforming to subsection 10.3.

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

4.5.3 The Parties shall agree upon an addendum to Schedule 4.1 to reflect the schedule applicable to each new LATA requested by Cox; provided, however, that unless agreed by the Parties, the Interconnection activation date in a new LATA shall not be earlier than sixty (60) days after receipt by Verizon of all complete and accurate trunk orders and routing information. Within ten (10) business days of Verizon's receipt of the Cox's notice provided for in subsection 4.5.1, Verizon and Cox shall confirm the Verizon-IP, the Cox-IP and the Interconnection activation date for the new LATA by attaching an addendum to Schedule 4.1.

4.5.3 ~~Unless otherwise agreed to by the Parties~~Consistent with Section 4.2.2, ~~the Parties shall designate the Wire Center(s) Cox has identified as its initial Rating Point(s) in the LATA as the Cox-IP(s)~~Verizon may request and Cox shall provide additional IPs in that LATA. ~~and~~ Varizon shall designate its local Tandems and End Offices as its IPs in that LATA~~a mutually agreed upon Tandem Office or End Offices within the LATA nearest to the Cox-IP (as measured in airline miles utilizing the V and H coordinates method) as the Verizon-IP(s) in that LATA, provided that, for the purpose of charging for the transport of traffic from a Verizon-IP to the Cox-IP, the Cox-IP shall be no further than a non-distance sensitive Entrance Facility away from the Verizon-IP~~. Cox shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a Verizon-IP to a Cox-IP in that LATA.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

Section 5 prescribes parameters for Traffic Exchange Trunks used for Interconnection pursuant to Section 4.0

5.2 Trunk Group Connections and Ordering

5.2.1 Traffic Exchange Trunk group connections will be made at a DS-3 or DS-1 level. Subject to agreement of the Parties, higher speed connections may be made, when and where available, in accordance with the Joint Process prescribed in Section 10.

5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Bellcore, to the other Party when ordering a trunk group.

5.2.3 Unless otherwise mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

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

5.2.4 In the event the one-way Tandem-routed traffic volume between any two Cox and Verizon Central Office Switches at any time exceeds the CCS busy hour equivalent of three (3) DS-1s for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months, the originating Party will establish new one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service parameters set forth in Section 5.5.

5.2.4 In the event the traffic volume between a Verizon End Office and the Cox POI, which is carried by a Final Tandem Local Interconnection Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month, the originating Party shall promptly establish new End Office One-Way Local Interconnection Trunk groups between the Verizon End Office and the POI.

5.2.5 Each Party will monitor its trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed the blocking objectives established in subsection 5.5. Each Party agrees to use modular trunk engineering techniques where practical.

5.3 Switching System Hierarchy and Trunking Requirements

For purposes of routing Cox traffic to Verizon, the subtending arrangements between Verizon Tandem Switches and Verizon End Office Switches shall be the same as the Tandem/End Office subtending arrangements Verizon maintains for the routing of its own or other carriers' traffic. For purposes of routing Verizon traffic to Cox, the subtending arrangements between Cox Tandem Switches (or functional equivalent) and Cox End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which Cox maintains for the routing of its own or other carriers' traffic. For purposes of compensation, where Cox's Central Office serves the same geographic area served by a Verizon Tandem, Cox will charge Verizon Cox's Tandem Switch rate for traffic delivered by Verizon to Cox's Central Office switch.

5.4 Signaling

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 17.

5.5 Grades of Service

Traffic Exchange trunk groups provided by either Party for ~~Local~~Reciprocal Compensation, Measured Internet, and IntraLATA Toll traffic will be engineered using a

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design blocking objective of B.01 (Blocking Level B.01 - high-day-network-busy-hour blocking standard). Where Interconnection for ~~Local~~Reciprocal Compensation, Measured Internet, and IntraLATA Toll traffic is provided via a Party's Tandem, all final trunk groups between that Party's Tandem switch and its End Office switches will be engineered using a design blocking objective of B.01. Access Toll Connecting trunk groups provided by the Parties for Exchange Access traffic will be engineered using a design blocking objective of B.005 (Blocking Level B.005 - high-day-network-busy-hour blocking standard).

5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on at least ninety-five percent (95%) of calls carried over the Traffic Exchange Trunks.

5.6.1.1 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the ~~Local~~ Reciprocal Compensation Traffic call ~~completion~~ termination rate, Measured Internet Traffic rate, Intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A, the FCC Internet Order and applicable Tariffs, for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic as ~~Local~~ Reciprocal Compensation Traffic call ~~completion~~ termination rate, Measured Internet Traffic rate, intrastate Exchange Access rates, intrastate/interstate Tandem or Tandem Transit Traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Exhibit A, the FCC Internet Order and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

5.6.1.2 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine ~~Local~~ Reciprocal Compensation and Toll Traffic on the same trunk group, the terminating Party shall bill its interstate Switched Exchange Access Service rates for all traffic passed without CPN unless the Parties agree that such other rates should apply to such traffic.

5.6.2 Either Party may classify traffic as either ~~Local~~ Reciprocal Compensation Traffic/Measured Internet Traffic or Toll Traffic for billing purposes by using ~~PIU and PLU factors~~Traffic Factor 1 and Traffic Factor 2, in lieu of CPN information. The ~~PIU and PLU factors~~Traffic Factor 1 and Traffic Factor 2 applicable upon the Effective Date are specified in Schedule 5.6. Such Traffic ~~f~~Factors may be updated by the originating Party quarterly by written notification. The determination of whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be in accordance with Section 5.7.5, below.

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

5.6.3 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. The total conversation seconds over each individual Traffic Exchange trunk group will be totaled for the entire monthly billing cycle and then rounded to the next whole minute. Measurement of billing minutes for (unqueried) originating toll free service access code (e.g., 800/888/877/866) calls shall be in accordance with applicable Tariffs.

5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

5.7.1 The Parties shall compensate each other for the transport and termination of ~~Local~~ Reciprocal Compensation Traffic over the terminating carrier's switch in accordance with Section 251(b)(5) of the Act at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and subsection 20.1 ~~or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be~~. These rates are to be applied at the Cox-IP for traffic delivered by Verizon, and at the Verizon-IP for traffic delivered by Cox. No additional charges shall apply for the termination of such ~~Local~~ Reciprocal Compensation Traffic delivered to the Verizon-IP or the Cox-IP by the other Party, except as set forth in Exhibit A. When such ~~Local~~ Reciprocal Compensation Traffic is terminated over the same trunks as IntraLATA Toll Traffic, any port or transport or other applicable access charges related to the delivery of IntraLATA Toll Traffic from the IP to an end user shall be prorated to be applied only to the IntraLATA Toll Traffic. The designation of traffic as ~~Local~~ Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the originating and terminating NPA-NXXs *points* of the complete end-to-end communication. Reciprocal Compensation shall apply to Internet Traffic handed off from one Party to the other Party via the switched network for delivery to an Internet Service Provider ("ISP") for carriage over the Internet.

5.7.2 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this subsection 5.7, but instead shall be treated as described or referenced below:

(a) Traffic that (i) is delivered by Verizon to Cox, (ii) originates from and/or terminates to a third party carrier, and (iii) is not switched access traffic shall be treated as Tandem Transit Traffic under Section 7.3.

(b) Traffic that (i) is delivered by Cox to Verizon, (ii) originates from and/or terminates to a third party carrier, and (iii) is not switched access traffic shall be treated as Tandem Transit Traffic under Section 7.3.

(c) Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with subsection 6.3.

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

(d) *No Reciprocal Compensation shall apply to Measured Internet Traffic.*

(e) No Reciprocal Compensation shall apply to traffic that is not switched by the terminating Party, such as special access, private line, or any other nonswitched traffic.

(f) Compensation for IntraLATA intrastate alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Virginia) shall be provided for under a separate arrangement mutually agreed to by the Parties.

(g) Any other traffic not specifically addressed in this subsection 5.7 shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating traffic.

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

5.7.4 The determination of whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

5.7.4 The designation of traffic as Local or IntraLATA Toll for purposes of compensation shall be based on the horizontal and vertical coordinates associated with the originating and terminating NPA-NXXs of the call, regardless of the carrier(s) involved in carrying any segment of the call.

5.7.5 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

5.7.6 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in Virginia in accordance with the terms of a separate IntraLATA Telecommunications Services Settlement Agreement between the Parties, to be executed no later than 90days following the Effective Date of this Agreement.

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

5.7.7 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Measured Internet Traffic shall be governed by the terms of the FCC Internet Order, and other applicable FCC orders and FCC Regulations. Notwithstanding any other provision of this Agreement or any Tariff, a Party shall not be obligated to pay any intercarrier compensation for Measured Internet Traffic that is in excess of the intercarrier compensation for Measured Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.

5.7.8 In addition to those audit rights provided in Section 5.7.5 above, Verizon may conduct audits of the traffic billed as Reciprocal Compensation Traffic to determine whether such traffic is Reciprocal Compensation Traffic and therefore subject to Reciprocal Compensation. If any such traffic is determined not to be Reciprocal Compensation Traffic, Verizon shall not pay Reciprocal Compensation for that portion which is determined not to be Reciprocal Compensation Traffic.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between Cox Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where Cox elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

6.2 Access Toll Connecting Trunk Group Architecture

6.2.1 If Cox chooses to subtend a Verizon access tandem then Cox's NPA/NXX must be assigned by Cox to subtend the same Verizon access tandem that a Verizon NPA/NXX serving the same Rate Center subtends as identified in the LERG. Alternative subtending configurations may be agreed upon as part of the Joint Implementation and Grooming Process.

6.2.2 Cox shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Cox's Customers.

6.2.3 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Cox's Customers to connect to or

be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon Tandem. If Cox collocates at a Verizon access tandem, applicable Tariff rates and charges shall apply for transport and switching.

6.2.4 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office or Tandem Switch Cox utilizes to provide Telephone Exchange Service and Switched Exchange Access to its customers in a given LATA to the Tandem(s) Verizon utilizes to provide Exchange Access in such LATA.

6.3 Meet-Point Billing Arrangements

6.3.1 Cox and Verizon will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's and Cox's applicable Switched Access Service Tariffs. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates with a Telephone Exchange Service Customer of Cox, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by Verizon In the event Cox deploys a Tandem Switch for routing other carriers' Switched Exchange Access Service, Cox will promptly notify Verizon and offer Verizon MPB arrangements that are no less favorable than Cox offers to any other carrier.

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/Verizon Serving Wire Center combinations.

6.3.3 Interconnection for the MPB arrangement shall occur at the Verizon access tandems in the LATA, unless otherwise agreed to by the Parties.

6.3.4 Cox and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

6.3.5 Cox and Verizon, or either Party's appointed billing agent, shall implement the "Multiple Bill/Multiple Tariff" method in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier, and each carrier involved applies rates for its portion of the service from its own unique Tariff.

6.3.6 The rate elements to be billed by each Party are as set forth in Cox's and Verizon's applicable Tariffs. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's

access services are offered. The MPB billing percentages for each Rating Point/Verizon Serving Wire Center combination shall be calculated in accordance with the formula set forth in subsection 6.3.15.

6.3.7 Each Party shall comply with the MPB notification process as outlined in the MECAB document. Verizon will provide Cox with all IXC billing information required by the MPB notification process as outlined in the MECAB document, including the billing name, billing address, and Carrier Identification Codes ("CIC"s) of all IXCs that transit Verizon's Tandem(s. Any IXC billing information provided by Verizon to Cox with respect to Meet Point Billing will be used by Cox solely for that purpose.

6.3.8 Verizon shall provide Cox with the Switched Access Detail Usage Data (category 1101XX records, also referred to as "EMR 11-01") records for all applicable calls that have transited Verizon's Access Tandem(s) for termination to Cox switches, via a mutually agreed upon medium, no later than ten (10) business days after the date the usage occurred, at the charges set forth in Exhibit A of the Agreement. At the present time, Verizon offers the option of either (i) magnetic tape; or, subject to applicable Verizon operations standards, (ii) Network Data Mover (also referred to as "NDM"), for provision of Switched Access Detail Usage Data to Cox.

6.3.9 Cox shall provide Verizon with the Switched Access Summary Usage Data (category 1150XX records, also referred to as "EMR 11-50") on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly, at the charges set forth in Exhibit A of this Agreement.

6.3.10 All usage data to be provided pursuant to subsections 6.3.8 and 6.3.9 shall be sent to the following addresses:

To Cox:
Communications Data Group
102 S. Duncan Road
P. O. Box 4036
Champaign, IL 61824-4036
Attn: Kris Mitchell
(888) 234-4443

To Verizon:
New York State Access Pool
C/O ACM
1309 Main Street
Rotterden Junction, NY 12150
Attn: Mark Ferri

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

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to subsection 28.10.

6.3.11 Each Party shall coordinate and exchange the billing account reference ("Verizon-R") and billing account cross reference ("Verizon-CR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other R/ Verizon-CR elements change, resulting in a new Verizon-CR number, or if the OCN changes.

6.3.12 Each Party agrees to provide the other Party with notification of any errors it discovers within 30 calendar days of the receipt of the original data. In the event of a loss of data, where notification has been provided, both Parties shall cooperate and exercise reasonable commercial efforts to reconstruct the lost data. If such lost data cannot be reconstructed, the responsible Party agrees to provide the other Party a reasonable estimate of the lost usage, and the other Party agrees that its acceptance of such reasonable estimate shall not be unreasonably withheld.

6.3.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

6.3.14 Nothing contained in this subsection 6.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff, subject to the limitations on liability set forth in this Agreement).

6.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877/866) (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future. In the event Cox determines to offer Telephone Exchange Services in another LATA in Virginia in which Verizon operates a Tandem Switch, Verizon shall permit and enable Cox to subtend the Verizon Tandem Switch(es) designated for the Verizon End Offices in the area where the Cox Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula:

$$a / (a + b) = \text{Cox Billing Percentage}$$

and

$$b / (a + b) = \text{Verizon Billing Percentage}$$

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

where:

a = the airline mileage between the Routing Point (Cox switch) and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Verizon serving Wire Center (Verizon tandem switch) and the actual point of interconnection for the MPB arrangement.

6.3.16 Cox shall inform Verizon of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 4.5.1. Within ten (10) business days of Cox's delivery of notice to Verizon, Verizon and Cox shall confirm the new Routing Point/Verizon Serving Wire Center combination and billing percentages.

6.4 Toll Free Service Access Code (e.g., 800/888/877/866) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877/866) calls to the other Party for completion.

6.4.1 When Cox delivers translated toll free service access code (e.g., 800/888/877/866) calls to Verizon for completion

(a) to an IXC, Cox shall:

(i) If requested, provide an MPB record in an industry standard format to Verizon; and

(ii) Bill the IXC the appropriate Cox query charge associated with the call.

(b) as an IntraLATA call to Verizon or another LEC in the LATA, Cox shall:

(i) If requested, provide a copy record in an industry standard format to Verizon or the terminating LEC; and

(ii) Submit the call records to ITORP for payment by Verizon or the LEC that is the toll free service access code (e.g., 800/888/877/866) service provider of Cox's and any intermediate LECs applicable Tariffed Exchange Access or local call termination charges and query charges.

6.4.2 When Verizon delivers translated toll free service access code (e.g., 800/888/877/866) calls originated by Verizon's or another LEC's Customers to Cox for completion

(a) to Cox in its capacity as an IXC, Verizon shall:

(i) Bill Cox the appropriate Verizon query charge associated with the call; and

(ii) Bill Cox the appropriate Feature Group D ("FGD") Exchange Access charges associated with the call.

(b) of an IntraLATA call to Cox in its capacity as a LEC,

(i) the originating LEC shall submit the appropriate call records to Verizon for processing under the IntraLATA Toll Originating Responsibility Plan ("ITORP") for payment by Cox of Verizon's (and another LEC's, if appropriate) applicable Tariffed Exchange Access or local call termination charges; and

(ii) Cox shall pay the originating LEC's appropriate query charge associated with the call.

6.4.3 The settlement of all IntraLATA toll free service access code (e.g., 800/888/877/866) calls exchanged pursuant to this subsection 6.4 shall be in accordance with the terms of a separate IntraLATA Telecommunications Services Settlement Agreement between the Parties, which will be executed no later than 90days following the Effective Date of this Agreement.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

The following provisions shall apply only to Cox-originated Information Services Traffic directed to an Information Services platform connected to Verizon's network, should Cox elect to deliver such traffic to Verizon. At such time as Cox connects Information Services platforms to its network, the Parties shall agree upon a comparable arrangement for Verizon-originated Information Services Traffic. The Information Services Traffic subject to the following provisions is circuit switched voice traffic, delivered to information service providers who offer recorded announcement information or open discussion information programs to the general public. Information Services Traffic does not include Measured Internet Traffic.

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