12.4 Additional Terms Governing Resale and Use of Verizon Services

12.4.1 Cox shall comply with the provisions of this Agreement (including, but not limited to, all applicable Verizon Tariffs) regarding resale or use of Verizon services. In addition, Cox shall undertake in good faith to ensure that its Customers comply with the provisions of Verizon's Tariffs applicable to their use of Verizon's Telecommunications Services.

12.4.2 Without in any way limiting subsection 12.4.1, Cox shall not resell (a) residential service to business or other nonresidential Customers of Cox, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from Verizon, or (c) any other Verizon service in violation of any user or user group restriction that may be contained in the Verizon Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Laws. In addition, Cox shall be subject to the same limitations that Verizon's own retail Customers may be subject to with respect to any Telecommunications Service that Verizon discontinues offering.

12.4.3 Verizon shall not be obligated to offer to Cox at a wholesale discount Telecommunications Services that Verizon offers at a special promotional rate if such promotions are for a duration of ninety (90) days or less.

12.4.4 Cox shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or merchandise, or services which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.

12.4.5 Verizon may impose additional restrictions on Cox's resale of Verizon's retail Telecommunications Services to the extent permitted by Applicable Law including, without limitation, user or user group restrictions, as the case may be, subject to the requirement that such restrictions shall in all cases comply with the requirements of Section 251 of the Act and the FCC Regulations regarding restrictions on resale.

13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 To the extent required by Applicable Law, Verizon shall provide to Cox both Physical and Virtual Collocation solely for the purpose of facilitating Cox's Interconnection with facilities or services of Verizon (pursuant to Section 4) or access to unbundled Network Elements of Verizon (pursuant to Section 11), except as otherwise mutually agreed to in writing by the Parties. Verizon may offer only Virtual Collocation (and not Physical Collocation) where Physical Collocation is not practical for technical reasons or because of space limitations or where permitted by Applicable Law. To the extent not otherwise provided in this Agreement, such Collocation shall be provided

pursuant to Verizon's applicable federal and state Tariffs as amended from time to time. If any of the terms of Verizon's state 218 Collocation Tariff are modified or superceded after the Effective Date of this Agreement, the Parties agree that such modified or superceding terms shall apply to the Parties' collocation unless either Party requests that this Section 13 of this Agreement be renegotiated as it relates to any such modified or superceding terms and the Parties agree to amend Section 13 of this Agreement. Any such request for renegotiations must be made within thirty (30) days after the date when the modified or superceding terms become final and unappealable, and the renegotiations shall take place pursuant to the Dispute Resolution provisions of Section 28.9 of this Agreement.

13.2 In the course of implementing a Collocation project, Verizon shall:

(a) identify the Collocation project manager assigned to the project;

(b) develop a written comprehensive "critical tasks" timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and

(c) provide Cox with the relevant engineering requirements.

13.3 For both Physical and Virtual Collocation, Cox shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

13.4 A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. Should Cox seek a particular Collocation arrangement, either Physical or Virtual, not described herein, it is entitled to a presumption that such Collocation arrangement is technically feasible if any LEC has successfully deployed such Collocation arrangement in any incumbent LEC Premises.

13.5 Verizon will not require Cox to bring its own transmission facilities to Verizon's Premises in which Cox seeks to collocate equipment.

13.6 Verizon may retain a limited amount of floor space for its own specific future uses, provided, however, that Verizon may not reserve space for future use on terms more favorable than those that apply to Cox when Cox is seeking to reserve space for its own future use. Verizon shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds of space limitations, unless Virtual Collocation at that point is not technically feasible. In accordance with Applicable Law, Verizon may impose reasonable restrictions on warehousing of unused space by Cox.

13.7 Cox agrees to collocate only equipment that is necessary for Cox's Interconnection with facilities or services of Verizon (pursuant to Section 4) or access to unbundled Network Elements of Verizon (pursuant to Section 11), except as otherwise mutually agreed to in writing by the Parties. Verizon will not require that such Cox equipment comply with safety or engineering standards that are more stringent than the safety or engineering standards that Verizon applies to its own equipment in that same Verizon Premises or with National Equipment and Building Specifications performance standards. If Verizon refuses to allow Cox to collocate equipment for safety reasons, Verizon will within five business days provide to Cox a list of all equipment Verizon locates within that Premises together with an affidavit attesting that all of Verizon's equipment on that list meets or exceeds all of the safety standards that Cox's equipment fails to meet.

13.8 Each Party will be responsible for notifying the other Party of any significant outages affecting or caused by a Party's Collocation arrangement which could be reasonably known to impact or degrade the other Party's services.

13.9 Verizon agrees to make no more than one (1) Verizon-initiated non-emergency inspection of Cox's completed Collocation space per month, and no more than six (6) Verizon-initiated non-emergency inspections per year, provided that no two (2) inspections reveal infractions of the applicable terms and conditions of Verizon's Tariffs and this Agreement. If any two (2) inspections reveal such infractions, Verizon will conduct inspections pursuant to Verizon's Tariffs for the term of this Agreement. This subparagraph does not apply to any inspections initiated or required by any outside agency.

13.10 Cox agrees to provide to Verizon, upon Verizon's request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4) and Cross Connection on non-discriminatory rates, terms and conditions.

14.0 NUMBER PORTABILITY - SECTION 251(b)(2)

14.1 Scope

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC. Location Routing Number (LRN) is currently being used by the telecommunications industry to provide NP, and will be used by the Parties to implement LNP between their networks.

14.2 Procedures for Providing LNP ("Long-term Number Portability")

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties

agree to follow the LNP ordering procedures established at the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

14.2.1 LNP shall be provided when a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B") and the Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) previously provided by Party A, in conjunction with the Telephone Exchange Service(s) provided by Party B. After Party B has received an appropriate authorization in accordance with Applicable Law from a Customer and sends a LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. In accordance with Applicable Law, each Party will maintain evidence of authorizations and, upon request, provide copies of such evidence to the other.

14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

14.2.3 When a Customer of Party A ports his or her telephone number(s) to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported, provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.

14.2.4 When a Customer of Party A ports his or her telephone number(s) to Party B, in the process of porting the Customer's telephone number(s), Party A shall implement the ten-digit trigger feature 48 hours prior to Party B's due date. If, in the case of Direct Inward Dialing (DID) numbers and Remote Call Forwarding numbers the LNP ten-digit trigger can not be used, the Parties shall coordinate the Customer's porting using procedures developed by the North American Numbering Council (NANC), or other 'hot cut' procedures as may be mutually agreed to. When Party A receives the porting request, the LNP ten-digit trigger shall be applied to the Customer's line before the due date of the porting activity. When the LNP ten-digit trigger can not be used, Party A and Party B must coordinate the disconnect activity. The Parties agree that changes to a scheduled port will be permitted until 5PM the day of the port and that a due date change may be required. When Party B does not require loop facilities from Party A and the LNP ten-digit trigger has been provisioned, Party A agrees to not disconnect the LNP ten-digit trigger and associated line translations until 11:59 PM on the day of the scheduled port. When a

porting request of Party B requires loop facilities from Party A or when the ten-digit trigger is not available from Party A, the Parties must coordinate the disconnection of the loop and/or switch facilities from Party A's network with the activation of the loop and/or switch facilities on Party B's network.

14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP-capable switches.

14.2.6 Where LNP is commercially available, the NXXs (current and new) in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP-capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.

14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. In the event either Party elects to port a mass calling code, upon written notice, the Parties agree to negotiate the terms and conditions that shall apply to such an arrangement.

14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier to perform LRN queries for the other Party in the event that either Party is unable to perform the routing necessary for LNP, according to the terms and conditions contained in the default carrier's Tariff. Each Party has the right to block default-routed calls entering its network in order to protect the public switched network from overload, congestion, or failure propagation.

14.2.9 When a ported telephone number is disconnected, i.e., the telephone number is no longer in service by the original Customer, the ported telephone number will be released back to the donor carrier from which the telephone number had been ported. In addition, when a ported number is disconnected, both Parties shall agree to adhere to the Industry Numbering Committee (INC) Guidelines for the Aging and Administration of Disconnected Telephone Numbers, contained in document INC99-1108-024, dated November 8, 1999.

14.2.10 Each Party shall provide LNP using the following provisioning intervals for porting 200 or fewer numbers per customer:

Party B will make commercially reasonable efforts to respond to LNP requests with Firm Order Confirmation within 24 hours (excluding weekends and holidays) of receipt of valid requests; or

Party B will make commercially reasonable efforts to respond to LNP requests with query or error notification within 24 hours (excluding weekends and holidays) of receipt of invalid requests.

Porting orders will be subject to the schedule implemented under the auspices of the Commission. In the absence of such schedule, porting orders will be subject to the following schedule from date of firm order confirmation:

Port only:	
1-50 numbers	3 business days
51-100 numbers	4 business days
101-200 numbers	5 business days
201+ numbers	negotiated due dates
Port with Loop:	
1-10 numbers	6 business days
11-20 numbers	10 business days
21+ numbers	negotiated due dates

14.2.11 When requested by Party B, Party A shall provide sufficient workforce to implement the port and to ensure necessary escalation if needed in the event of problems outside of regular working hours.

14.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.0 DIALING PARITY -- SECTION 251(b)(3)

Verizon and Cox shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement Dialing Parity for Telephone Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

16.1 To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally-available license agreements).

16.2 Licensor shall process all completed license applications for new or additional attachments, including the performance of a pre-license survey, on a first-come, first-serve basis as set forth in its applicable Tariff. Licensor shall make all access determinations in accordance with the requirements of Applicable Law (including any applicable FCC Regulations), considering such factors as capacity, safety, reliability and general engineering considerations. Licensor shall inform Licensee in writing as to whether an application has been granted (subject to Licensee's payment for any "make-ready" work that may be required) or denied within forty-five (45) days of receipt of such application. Where an application involves an increase in capacity by Licensor, Licensor shall take reasonable steps to accommodate requests for access in accordance with Applicable Law. Before denying Licensee access based on lack of capacity, Licensor shall explore potential accommodations in good faith with Licensee. In order to facilitate Licensee's completion of an application, Licensor shall make commercially reasonable efforts to, within fifteen (15) business days of a request identifying the specific geographic area and types and quantities of required structures, provide Licensee such maps, plats or other relevant data reasonably necessary to complete the applications described above, subject to a non-disclosure agreement in form reasonably agreeable to Licensor. Such requests shall be processed by Licensor on a first-come, first-serve basis. This exchange of information and records does not preclude the need for a field survey to verify the location and availability of structures and rights of way to be used. Licensor shall make commercially reasonable efforts to meet with or respond to Licensee's inquiries regarding the information supplied to it as soon as practicable following receipt of such request for meeting or inquiry from Licensee. Completion of make-ready work and attachments shall be in accordance with any existing or future license agreement between the Parties.

16.3 Nothing in this Section 16 shall be deemed to expand or restrict either Party's rights, obligations or duties not otherwise afforded, provided or required of such Party under Applicable Law.

17.0 DATAVBASES AND SIGNALING

17.1 Obligations of Both Parties:

17.1.1 Subject to Section 11.0, each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection in accordance with existing Tariffs, and Interconnection and access to toll free service access code (e.g., 800/888/877/866) databases, LIDB, and any other necessary databases in accordance with existing Tariffs and/or agreements with other unaffiliated carriers, at the rates set forth in Exhibit A. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing party had connected directly to the other Party's CCS network. In either case, Cox shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.

17.1.2 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all ~~Local~~ Reciprocal Compensation Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party.

17.1.3 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

17.1.4 The following publications describe the practices, procedures and specifications generally utilized by Verizonfor signaling purposes and is listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Telcordia, GR-905-CORE, Common Channel Interface Specifications, Issue 1, March, 1995, and subsequent issues and amendments; and

(b) Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).

(c) BOC Notes on the Network.

17.1.5 Where both Parties connect directly to one another's signaling network, each Party shall charge the other Party mutual and reciprocal rates for CCS Signaling, toll free service access code (e.g., 800/888/877/866) database access, LIDB access, and access to other necessary databases. Alternatively, the Parties may determine and agree that their respective CCS signaling charges offset each other, and no explicit compensation between the Parties shall apply. In addition, where a Party uses a third party vendor for the provision of CCS Signaling, the foregoing charges shall not apply to that Party.

18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

If Verizon provides a referral announcement for Verizon Customers that change their telephone numbers, Verizon will provide on a non-discriminatory basis such referral announcements for Verizon Customers that change their service provider from Verizon to Cox and do not retain their telephone number. If Cox provides a referral announcement for Cox Customers that change their telephone numbers, Cox will provide on a non-discriminatory basis such referral announcements for Cox Customers that change their service provider from Cox to Verizon and do not retain their telephone number.

18.2 Misdirected Repair Calls

Cox and Verizon will employ the following procedures for handling misdirected repair calls:

18.2.1 Cox and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

18.2.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.

18.2.3 Cox and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.

18.3 Coordinated Repair Calls

Where Cox and Verizon each provide a portion of either Party's Customer's service, and such Customer experiences a service interruption that could be a result of trouble in either Party's network, both Parties will cooperate in the diagnosis and repair of that Customer's service. In all cases, a Party shall perform testing and/or diagnosis to determine if a trouble is located in its facility or network prior to referring the trouble the other Party for cooperative diagnosis and repair of that Customer's service. The Parties shall provide to one another appropriate repair-referral information, including repair contacts as well as inter-company escalation procedures and contacts, to ensure speedy resolution of such service interruptions.

18.4 Customer Authorization

18.4.1 Without in any way limiting either Party's obligations under subsection 27.1, each Party shall comply with Applicable Law with regard to Customer selection of a primary Telephone Exchange Service provider.

18.4.2 In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider. To the extent required by, and in accordance, with Applicable Law, the Parties shall provide proof of verification of the Customer's authorization to change primary Telephone Exchange Service Provider upon request.

18.4.3 Without in any way limiting either Party's obligations under subsection 27.1, the Parties shall comply with Applicable Law with regard to Customer

Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. Neither Party shall access (including, but not limited to, Cox's use of VerizonOSS Services (as defined in Schedule 11.7) and Verizon Pre-OSS Services), use, or disclose Customer Proprietary Network Information made available to it pursuant to this Agreement unless the Party has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Law. By accessing, using or disclosing Customer Proprietary Network Information, each Party represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. The Parties shall, upon reasonable request following a complaint regarding possible misuse of Customer Proprietary Network Information, provide proof of such authorization (including a copy of any written authorization).

18.4.4 BA shall have the right to monitor and/or audit Cox's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by BA to Cox pursuant to this Agreement to ascertain whether Cox is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor Cox's access to and use of Customer Proprietary Network Information that is made available by BA to Cox pursuant to this Agreement.

19.0 DIRECTORY SERVICES ARRANGEMENTS

Subject to Section 11.1 and upon request, Verizon will provide directory services to Cox in accordance with the terms set forth herein. In this Section 19, references to a Cox Customer's "primary listing" shall mean such Customer's primary name, address, and telephone number, which number falls within the NXX codes directly assigned to Cox or is retained by Cox on the Customer's behalf pursuant to Number Portability arrangements with Verizon or any other carrier within the geographic area covered in the relevant Verizon directory.

19.1 Directory Listings and Directory Distributions

19.1.1 Verizon will include the Cox Customer's primary listing in the appropriate "White Pages" directories (residence and business listings) and "Yellow Pages" directories (business listings), and Verizon directory assistance databases using the same care with which it provides these functions for its own subscribers. Verizon will use Cox's Directory Listing information for the purpose of Verizon's directory publications and directory assistance-type services and, to the extent required by Applicable Law, for the purpose of providing third parties with access to Verizon's Directory Listings and directory assistance databases. Verizon and Cox may separately agree for other uses of Cox's listings. Verizon will distribute such directories to such Customers in an identical manner in which it provides those functions for its own Customers. Listings of Cox's Customers

will be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. Where required, Cox will pay Verizon the charge(s) set forth in Exhibit A for providing such service for each Cox Customer's primary listing. Cox will also pay Verizon for additional and foreign white page listings and other white pages services for Cox's Customers, according to the rates and charges contained in Exhibit A. Verizon will not require a minimum number of listings per order.

19.1.2 Upon request by Cox, Verizon will make available to Cox a directory list of relevant NXX codes, the close dates, publishing data, yellow page headings and call guide close dates on the same basis as such information is provided to Verizon's own business offices.

19.1.3 Cox shall provide Verizon with daily listing information on all new Cox Customers in the format required by Verizon or a mutually-agreed upon industry standard format, at no charge. Verizon shall make available to Cox an electronic interface for the submission of such listing information. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. Cox will also provide Verizon with daily listing information showing Customers that have disconnected or terminated their service with Cox. Verizon shall promptly provide to Cox, within forty-eight (48) hours of receipt by Verizon, a query on any listing that is not acceptable.

19.1.4 Verizon will treat Cox's Directory Listings information as Proprietary Information, in accordance with Section 28.4.2. The Parties acknowledge that to the extent Cox's Directory Listings information is included in Verizon's directory publications and its databases for directory assistance-type services, Cox's Directory Listings information will not be treated as Proprietary Information.

19.1.5 Both Parties shall use commercially reasonable efforts to ensure the accurate listing of Cox Customer listings. Verizon will provide Cox with a report of all Cox Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for that directory in order that Cox may determine the accuracy of its Customers' listings and provide correction to such listings no less than two business days prior to the directory close date. Verizon will process any corrections made by Cox with respect to its listings, provided such corrections are received no less than two business days prior to the close date of the particular directory. Verizon will provide appropriate advance notice of applicable close dates.

19.1.6 Cox will adhere to all practices, standards, and ethical requirements of Verizon with regard to listings, and, by providing Verizonwith listing information, warrants to Verizon that Cox has the right to place such listings on behalf of its Customers. Verizon will provide Cox, upon request, a copy of the Verizon listings standards and

specifications manual. Cox agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name or language used in the listing. In addition, Cox agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's listing of the listing information provided by Cox hereunder.

19.1.7 Verizon's liability to Cox in the event of a Verizon error in or omission, of a listing shall not exceed the amount of charges actually paid by Cox for such listing. In addition, Cox agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and Verizon's liability to Cox's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations that Verizon's liability to its own Customers are subject to.

19.2 Service Information Pages

Verizon will include all Cox NXX codes associated with the areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes which are contained in the general reference portions of the directories. Cox's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when Cox is authorized to, and is offering, local service to end-users located within the geographic region covered by a specific directory, at Cox request, Verizon will include in the "Customer Guide" or comparable section of the applicable white pages directories listings provided by Cox for Cox's critical contact information for Cox's installation, repair and Customer service and other essential Cox telephone service oriented information, as agreed by the Parties, including appropriate identifying logo, and with easy-to-find placement in the Customer Guide. Such listings shall appear alphabetically by local exchange carrier in accordance with Verizon's generally applicable policies. Cox will be responsible for providing the necessary information to Verizon by the applicable close date for the particular directory. Verizon will provide Cox with the close dates and reasonable notice of any changes in said dates. Verizon shall not charge Cox for inclusion of this essential Cox telephone service-oriented information, but reserves the right to impose charges on other information Cox may elect to submit and Verizon may elect to accept for inclusion in Verizon's white pages directories.

19.3 Yellow Pages Maintenance

The Parties agree to work cooperatively to ensure that Yellow Page advertisements purchased by Customers that switch their service to Cox (including Customers utilizing Cox-assigned telephone numbers and Cox Customers utilizing Number Portability) are maintained without interruption. Verizon will offer Yellow Pages services to Cox

Customers on the same basis and timing with respect to delivery close dates as they are offered to Verizon Customers.

19.4 Busy Line Verification and Busy Line Verification Interrupt (BLV/BLVI)

19.4.1 BLV permits the operator of one local carrier to request the status of access lines (conversation in progress, available to receive calls, or out of order) that are served by another local carrier. BLVI allows the operator of one local carrier to request interruption of conversation on access lines that have been determined to be in use.

19.4.2 If either Party ("Carrier A") decides or is required by Applicable Law to offer BLV/BLVI services to enable its Customers to verify and/or interrupt calls of other Customers, the operator bureau of the other Party ("Carrier B") shall accept and respond to BLV/BLVI requests from the operator bureau of Carrier A.

19.4.3 The Local Carrier B operator shall only verify the status of the line or interrupt the line to inform the called party that another caller is attempting to reach them. The Local Carrier B operator will not complete the telephone call of the Customer initiating the BLVI request. The Local Carrier B operator will make only one BLVI attempt per operator bureau telephone request, and the applicable charges shall apply whether or not the called Customer releases the line. BLVI cannot be performed on telephone numbers utilizing a "call forwarding" feature. The operator shall respond to only one telephone number per call on requests for BLVI.

19.4.4 Both Parties shall route BLV/BLVI traffic inquiries over separate direct trunk groups (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 switch serving the LATA or other mutually agreed point within 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 of this Agreement. Local Carrier A shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to Local Carrier B.

20.0 RATES AND CHARGES; ASSURANCE OF PAYMENT

20.1 Except as provided in Sections 11.14, 20.2 and 20.3 hereof, the rates and charges set forth in Exhibit A hereto shall apply to the services, facilities, and arrangements provided hereunder and used for the provision of Telephone Exchange Service and associated Exchange Access.

20.2 The rates and charges for services, facilities and arrangements provided under this Agreement will be the rates and charges determined by Commission proceedings or set

forth in Tariffs. Exhibit A lists the current rates and charges for services, facilities, and arrangements provided under this Agreement that were determined by Commission proceedings or are set forth in Tariffs. The rates and charges for services, facilities and arrangements provided under this Agreement will change as rates and charges are changed by Commission proceedings or in Tariffs.

20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction~~; *provided, further that Cox may not charge Verizon a rate higher than the Verizon rates and charges for the same services, facilities and arrangements*~~. Nothwithstanding any other provision of this Agreement, Cox may not charge Verizon a rate higher than the Verizon rates and charges for the comparable services, facilities and arrangements, except if and, to the extent that, Cox has demonstrated to Verizon's (or the Commission's or FCC's) satisfaction, that Cox's cost to provide such Cox services to Verizon exceeds the rates and charges for Verizon's comparable services (and the Commission or the FCC, as the case may be, has issued an unstayed order directing that Verizon pay the higher rate or charge).

20.4 Upon request by a Party, the other Party shall, at any time and from time to time, provide to the requesting Party adequate assurance of payment of amounts due (or to become due) to it hereunder. Assurance of payment of charges may be requested by a Party if the other Party, at the Effective Date or at any time thereafter, is (a) unable to demonstrate a good credit history of payments for telecommunications services; (b) fails to timely pay a bill rendered to the other Party by the requesting Party, (c) in the requesting Party's reasonable judgment, at the Effective Date or at any time thereafter, the other Party does not have established credit with the requesting Party or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at the requesting Party's option, consist of (i) a cash security deposit in U.S. dollars held in an account by it or (ii) an unconditional, irrevocable standby letter of credit naming the requesting Party as the beneficiary thereof and otherwise in form and substance satisfactory to it from a financial institution acceptable to it, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by the requesting Party, for the services, facilities or arrangements to be provided in connection with this Agreement. To the extent that the requesting Party opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. Any such deposit shall be deposited into an interest

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

bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. The Parties intend to negotiate an escrow agreement that accrues interest from the date cash is deposited with the escrow agent to the date the cash (and accrued interest) is distributed under the terms of the escrow agreement. The requesting Party may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to the other Party in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by the requesting Party. The fact that a security deposit or a letter of credit is requested hereunder shall in no way relieve a Party from compliance with the requesting Party's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to a Party for the services, facilities or arrangements rendered.

21.0 INSURANCE

21.1 Cox shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement and all insurance and/or bonds required by Applicable Law, including, without limitation, its obligations set forth in Section 24 hereof. At a minimum and without limiting the foregoing covenant, Cox shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least $2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least $500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least $10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than $1,000,000 per occurrence.

21.2 Cox shall name Verizon as an additional insured on the foregoing insurance, except with respect to Worker's Compensation Insurance.

21.3 Cox shall, within two (2) weeks of the date hereof and on an annual basis thereafter, furnish certificates or other proof of the foregoing insurance. The certificates or other adequate proof of the foregoing insurance shall be sent to: Director - Interconnection Services; Verizon Telecom Industry Services; 1095 Avenue of the Americas; Room 1423;

New York, NY 10036. In addition, Cox shall require its agents, representatives, and contractors, if any, that may enter upon the premises of Verizon or Verizon's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish Verizon certificates or other adequate proof of such insurance. Certificates furnished by Cox or Cox's agents, representatives, or contractors shall contain a clause stating: "Verizon Virginia shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

21.4 Through its program of self insurance, Verizon can satisfy its obligations under this Agreement.

22.0 TERM AND TERMINATION.

22.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until [DATE TWO YEARS AFTER EFFECTIVE DATE] (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

22.2 Either Cox or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

22.3 If either Cox or Verizon provides notice of termination pursuant to Section 22.2 and on or before the proposed date of termination either Cox or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 22.5), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Cox and Verizon; or, (b) the date one (1) year after the proposed date of termination. The preceding notwithstanding:

22.3.1 If one (1) year after the proposed date of termination, good faith negotiation between the Parties has not produced a new interconnection agreement between the Parties, the terms of this Agreement shall, unless otherwise agreed to by the Parties, continue on a month-to-month basis until the Effective Date of such new agreement, so long as both Parties continue to negotiate in good faith such successor agreement.

22.3.2 In the event that neither Party institutes a Commission proceeding for arbitration or approval of such successor agreement, either Party may petition the

Commission at the end of one (1) year after the proposed date of termination to be relieved of the obligations of this Agreement based on an alleged failure of the other Party to negotiate in good faith for such successor agreement.

22.3.3 In the event that either Party institutes a Commission proceeding either: (1) for arbitration or approval of such successor agreement; or (2) for termination on grounds of a lack of good faith negotiations, then the terms of this Agreement shall continue on a month-to-month basis until such proceeding is finally resolved.

22. 4 If either Cox or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Cox nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated. except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Commission-approved statement of generally available terms (SGAT).

22.5 If either Party defaults in the payment of any amount due hereunder, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

24.0 INDEMNIFICATION

24.1 Verizon agrees to indemnify, defend and hold harmless Cox from and against any and all Losses resulting from any claims, demands, suits, governmental proceedings, or other actions, which include, but are not limited to, litigation costs, attorneys' fees, settlement payments, and direct damages awarded or resulting from any such suit, claim or proceeding or matter which is collectively herein referred to as "a Loss":

(a) asserted by or relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property of any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of Verizon; or

(b) made, instituted, or asserted by Verizon's own Customer(s) against Cox arising out of Cox's provision of services to Verizon under this Agreement (except for a Loss as to which Cox is obligated to indemnify Verizon under Section 24.2(a)).

24.2 Cox agrees to indemnify, defend and hold harmless Verizon from and against any and all Losses resulting from any and all claims, demands, suits, governmental proceedings, or other actions, which include, but are not limited to, litigation costs, attorneys' fees, settlement payments, and direct damages awarded or resulting from any such suit, claim or proceeding or matter which is collectively herein referred to as "a Loss":

(a) asserted by or relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property, owned by any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of Cox; or

(b) made, instituted, or asserted by Cox's own Customer(s) against Verizon arising out of Verizon's provision of services to Cox under this Agreement (except for a Loss as to which Verizon is obligated to indemnify Cox under Section 24.1(a)).

24.3 Either party may additionally procure its own defense to any Loss. The cost of such additional defense shall be borne solely by the party undertaking the additional defense.

24.4 Nothing in Sections 24.1 and 24.2 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, any applicable Tariff(s), or Applicable Law,

relating to the indemnified Party's provision of services, facilities or arrangements to the indemnifying Party under this Agreement.

24.5 A Party's obligation to indemnify the other Party as provided herein shall be conditioned upon the following:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section 24.0 only to the extent the failure to give such notice materially prejudices the indemnifying Party.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at the indemnified Party's sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

24.6 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.

24.7 To the extent not prohibited by Applicable Law, each Party (the "supplying Party") shall indemnify and hold harmless the other Party (the "using Party") from and against any loss, costs, claim, liability, damage and expense (including reasonable attorney's fees) arising from claims under the laws of the United States by third parties for trademark, patent or intellectual property infringement arising directly

from the using Party's authorized use of the supplying Party's facilities, arrangements or services in the Commonwealth of Virginia pursuant to the terms of this Agreement. Provided, however, that the foregoing indemnification obligation shall not apply where the claimed infringement arises from any acts or omissions of the using Party: (i) that constitute willful or intentional misconduct or gross negligence; (ii) that arise from the using Party's combination of facilities, arrangements or services not provided by the supplying Party with facilities, arrangements or services provided by the supplying Party and wherein no infringement would have occurred without such combination; (iii) where Cox is the using Party, that arise because Verizon has failed to enter into a license agreement for third party proprietary products, as contemplated in section 28.13.4; or (iv) that arise from the using Party's use of the facilities, arrangements, or services provided by the supplying Party for a purpose other than the provision of local exchange services to Customers of the using Party or in a manner inconsistent with that contemplated by this Agreement; and in all such instances, the using Party shall indemnify and hold harmless the supplying Party.

25.0 LIMITATION OF LIABILITY

25.1 The liability of either Party to the other Party for damages, claims or other losses arising out of failure to comply with a direction to install, restore or terminate facilities, or out of failures, mistakes, omissions, interruptions, delays, errors, defects or the like (collectively, "Errors") occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no Tariff(s) apply, the providing Party's liability for such Errors shall not exceed an amount equal to the pro rata applicable monthly charge for the period in which such Errors occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such Errors.

25.2 Neither Party shall be liable to the other Party in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance, punitive, or like damages, including ,without limitation, damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including, without limitation, negligence of a Party, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 24 hereof.

25.3 The Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with the Customer of one Party,

both Parties shall assert the applicability of any limitations of liability to Customers that may be contained in either Party's applicable Tariff(s).

26.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

26.1 Performance Standards

Verizon shall provide Interconnection and unbundled Network Elements, and make its Telecommunication Services available for resale, all as set forth herein, in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations.

26.2 Performance Reporting

26.2.1 To the extent required by Appendix D ("Conditions"), Section V, "Carrier-to-Carrier Performance plan (Including Performance Measurements)," and Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of "In re Application of GTE Corporation, Transferor, and Verizon 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 performance measurement results to Cox.

26.2.2 Upon request by either Party, to the extent required by Applicable Law, the Parties shall negotiate in good faith any amendment to this Agreement that is required to implement an order of the Commission adopting a carrier-to-carrier service quality performance assurance plan.

27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.1 Each Party shall remain in compliance with Applicable Law federal, state, and local laws, rules and regulations in the course of performing this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

27.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of Verizon's application pursuant to Section 271(d) of the Act. In the event that any one or more of the provisions contained herein in Verizon's reasonable determination is likely to adversely affect Verizon's application pursuant to Section 271(d) of the Act, then the Parties agree to

negotiate and make within 30 days only the minimum revisions that are necessary to eliminate the inconsistency or amend the application-affecting provision(s).

27.3 In the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action. If, after good faith negotiations, the Parties agree that resolution will not be reached, then the provisions of Section 28.9 concerning dispute resolution and access to a regulatory or judicial forum shall apply.

27.4 Notwithstanding anything herein to the contrary, if, as a result of any final decision, final order or final determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that Verizon is not required to furnish any Network Element, service, facility or arrangement, or to provide any benefit required to be furnished or provided hereunder, then Verizon may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such Network Element, decision, order or determination, as follows: the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element, service, facility, arrangement or benefit. 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 service, facility, arrangement or benefit. The Parties agree to, upon written request, modify by amendment the terms of the Agreement to reflect the discontinuation of such Network Element, service or arrangement.

28.0 MISCELLANEOUS

28.1 Authorization

28.1.1 Verizon is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

28.1.2 Cox is a public service corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

28.1.3 Cox represents that it is a provider of Telephone Exchange Service to residential and business subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

28.2 Independent Contractor; Disclaimer of Agency

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any governmental or legal body; strikes, work stoppages or walkouts; or delays caused by the other Party or by other service or equipment vendors; or any other acts or occurrences beyond the Party's reasonable control, in each case regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement (any of the foregoing, a "Force Majeure Event"). In such event, the nonperforming Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The non-performing Party shall use its commercially reasonable efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease. Notwithstanding the above, in no case shall a Force Majeure Event excuse either Party from the obligation to pay money when due under this

Agreement, nor require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

28.4 Confidentiality

28.4.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, that is furnished by one Party to the other Party and that:

(a) contains customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of directory publication or directory database inclusion, or

(b) is in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or

(c) is communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

28.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than in a commercially reasonable manner) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing or to enforce its rights hereunder (provided that the Party wishing to disclose the other Party's Proprietary Information submits the same to the Commission, the FCC or courts of competent jurisdiction, as applicable, under a request for a protective order).

28.4.3 The Parties agree that customer-specific network usage information acquired by one party solely as a result of providing services, facilities and arrangements under this Agreement is Customer Proprietary Network Information ("CPNI") as described in Section 222 of the Act. The Parties further agree to use and disclose CPNI only in accordance with Applicable Law.

28.4.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

(a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

(b) is or becomes publicly known through no wrongful act of the receiving Party; or

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the disclosing Party; or

(f) is required to be made public by the receiving Party pursuant to Applicable Law, provided that the receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the disclosing Party in order to enable the disclosing Party to seek protective orders.

28.4.5 Following termination or expiration of this Agreement, and upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

28.4.6 Notwithstanding any other provision of this Agreement, the provisions of this Section 28.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

28.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and insofar as and to the extent federal law may apply, federal law will control.

28.6 Taxes

28.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like

charge (a "Tax") is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

28.6.2 Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with Section 28.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

28.6.3 Taxes Imposed on Customers With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

28.6.4 Liability for Uncollected Tax, Interest and Penalty If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 28.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as

required by Section 28.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 28.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

28.6.5 Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 28.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

28.6.6 If any discount or portion of a discount in price provided to Cox under this Agreement (including, but not limited to, a wholesale discount provided for in Exhibit A) is based on anticipated Tax savings to Verizon because it was anticipated that receipts from sales of Verizon services that would otherwise be subject to a Tax on such receipts could be excluded from such Tax under Applicable Law because the Verizon services would be sold to Cox for resale, and Verizon is, in fact, required by Applicable Law to pay such Tax on receipts from sales of Verizon services to Cox, then, as between Verizon and Cox, Cox shall be liable for, and shall indemnify and hold harmless Verizon against (on an after-tax basis), any such Tax and any interest and/or penalty assessed by

the applicable taxing authority on either Cox or Verizon with respect to the Tax on Verizon's receipts.

28.6.7 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 28.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 28.10 as well as to the following:

To Verizon:

Tax Administration
Verizon Corporation
1095 Avenue of the Americas
Room 3109
New York, NY 10036

To Cox:

Mr. Greg Cox
Director of Taxes
Cox Communications, Inc.
1400 Lake Hearn Drive, NE
Atlanta, GA 30319

Either Party may from time to time designate another address or other addressees by giving notice is accordance with the terms of this Section 28.6. Any notice or other communication shall be deemed to be given when received.

28.7 Assignment

Neither Party may assign this Agreement or any of its rights or obligations hereunder to a third party without the written consent of the other Party which shall not be unreasonably withheld; provided, however, that either Party may assign this Agreement to an affiliate, with the other Party's prior written consent, upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement and that the proposed assignee is in good standing with the other Party. Any assignment or delegation in violation of this subsection 28.7 shall be void and ineffective and constitute a default of this Agreement. For the purposes of this Section, the term "affiliate" shall mean any entity that controls, is controlled by, or is under common control with the assigning Party.

28.8 Billing and Payment; Disputed Amounts

28.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services, facilities or arrangements provided

hereunder. Payment of amounts billed under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on the later of (a) thirty (30) days following the date of such statement, or (b) twenty (20) days from the date of receipt of such statement.

28.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

28.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

28.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.8.4, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to Section 28.8.4, then either Party may file a complaint with the Commission or may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction to resolve such issues.

28.8.6 The Parties agree that all negotiations pursuant to this Section 28.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

28.8.7 Charges which are not paid by the due date stated on Verizon's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by Verizon which shall not exceed a rate of one and one half percent (1 1/12%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

28.9 Dispute Resolution

28.9.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance.

28.9.2 If the Parties are unable to resolve the dispute by good faith negotiation between the Parties within forty-five (45) days after written notification and description of the dispute, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.9.3 If the Parties are unable to resolve issues related to the dispute within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.9.2, or if either Party fails to appoint a designated representative within sixty (60) days of the notification referred to Section 28.9.2, then either Party may file a complaint with the Commission or may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction or proceed with any other remedy pursuant to law or equity, to resolve such issues .

28.9.4 The Parties agree that all negotiations pursuant to this Section 28.9 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.10 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To Cox:

Jill N. Butler
Vice President, Regulatory Affairs
Cox Virginia Telcom, Inc.
4585 Village Avenue
Norfolk, VA 23502
Fax: 757 369-4500

with a copy to:

Suzanne L. Howard
Manager, Regulatory Affairs
Cox Communications
1400 Lake Hearn Drive
Atlanta, GA 30319
Fax: 404 847-6064

To Verizon:

Director - Interconnection Services
Verizon Telecom Industry Services
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Facsimile: 212/704-4381

with copies to:

General Counsel
Verizon Virginia Inc.
600 E. Main Street
Richmond, VA 23261
Facsimile: 804/772/3747

Associate General Counsel – Telecom
1320 N. Court House Road
8th Floor
Arlington, VA 22201
Facsimile: 703/974-0744

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing

in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

28.11 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

28.12 No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

28.13 No Licenses

28.13.1 Nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

28.13.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

28.13.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

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

28.13.4 Cox agrees that the rights granted by Verizon hereunder shall, where applicable, be subject to the same restrictions, if any, contained in any current software license agreements between Verizon and Verizon's software vendors. Verizon agrees to advise Cox, directly or through a third party, of any such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions ("Ancillary Restrictions") and that may directly and adversely affect Cox's authorized use of facilities, arrangements, or services supplied by Verizon hereunder for Cox's provision of local exchange services in the Commonwealth of Virginia. Cox acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to Cox. Verizon agrees to advise Cox, directly or through a third party, of such additional terms or conditions or separate licensing requirements that may affect Cox's provision of local exchange services in the Commonwealth of Virginia. To the extent Verizon's rights to use such third party licenses impose Ancillary Restrictions or impose separate licensing requirements that may directly and adversely affect Cox's authorized use of facilities, arrangements, or services supplied by Verizon hereunder for Cox's provision of local exchange services in the Commonwealth of Virginia, in accordance with Applicable Law, Verizon will at Cox's request and at Cox's expense, renegotiate such licenses for Cox's benefit to cover use by Cox and will, in those negotiations, exercise best efforts as commercially practical, to obtain licensing for Cox on terms and at rates similar to or the same as those obtained by Verizon.

28.14 Technology Upgrades

Notwithstanding any other provision of this Agreement, either Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Cox's ability to provide service using certain technologies. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

28.15 Survival

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

28.16 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs and other documents or instruments referred to herein that are incorporated into this Agreement by this reference constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any and all prior understandings, proposals and other communications, oral or written regarding such subject matter. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

28.17 Counterparts

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

28.18 Modification, Amendment, Supplement, or Waiver

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

28.19 Successors and Assigns

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

28.20 Publicity and Use of Trademarks or Service Marks

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

28.21 Cooperation With Law Enforcement

Verizon may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by Verizon hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. Verizon shall not have the obligation to inform the Customers of Cox of such law enforcement requests, except to the extent required by Applicable

Law. Verizon will inform Cox of such law enforcement requests, unless an appropriate governmental authority requests that notice to Cox be withheld, or such disclosure is otherwise inconsistent with Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, Verizon may take measures to prevent CLECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. Verizon will not be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by Verizon to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise, provided such actions or failure to act pertain solely to Verizon's efforts in cooperating with law enforcement. To the extent that such law enforcement requests may involve services provided by Cox, the above shall apply to Cox.

28.22 CLEC Certification

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

28.23 Section 252(i) Obligations

28.23.1 To the extent required by Applicable Law, Verizon shall make available without unreasonable delay to Cox any individual Interconnection, service, or Network Element arrangement contained in any agreement to which Verizon is a party that is approved by the Commission pursuant to section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement.

28.23.2 The obligations of this section shall not apply where:

(a) The costs of providing a particular Interconnection, service, or Network Element arrangement to Cox are greater than the costs of providing it to the telecommunications carrier that originally negotiated the agreement, or

(b) The provision of a particular Interconnection, service, or Network Element arrangement to Cox is not technically feasible.

28.23.3 To the extent required by Applicable Law, individual Interconnection, service, or Network Element arrangements shall remain available for use by Cox pursuant to this section for a reasonable period of time after the approved agreement is available for public inspection under section 252(f) of the Act.

28.23.4 To the extent that the exercise by Cox of any rights it may have under Section 252(i) results in the rearrangement of facilities by Verizon, Cox shall pay Verizon all nonrecurring charges associated therewith at the rates set forth in Exhibit A of the contract specified by Cox under Section 252(i). If Verizon gives notice to Cox that the rearrangement of facilities by Verizon will entail costs that Verizon would not recover under the rates set forth in Exhibit A of the contract specified by Cox under Section 252(i), the parties will negotiate Cox's reimbursement of Verizon for those costs prior to the rearrangement of facilities by Verizon.

28.23.5 If Cox wishes to exercise any rights it may have under Section 252(i), Cox shall provide written notice thereof to Verizon. Upon Verizon's receipt of said notice, the Parties shall amend this Agreement so that it provides for the same rates, terms and conditions for the interconnection, service, or network element that Cox has elected to adopt as are set forth in the interconnection agreement under which Cox has made such election (the "Other Agreement"), as well as all of the rates, terms and conditions from the Other Agreement that are legitimately related to such interconnection, service, or network element that has been adopted by Cox, in each case for the remainder of the term of the Other Agreement and in accordance with Applicable Law. If a dispute should arise under this section 28.22, the dispute resolution provisions of section 28.9 shall apply, but the intervals set forth in section 28.9 shall be shortened by 20 days.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ___ day of _____, 2001.

Cox Virginia Telcom, Inc.	Verizon Virginia Inc.
By:_____	By:_____
Printed:_____	Printed:_____

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

Title:_____ Title:_____

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

LIST OF SCHEDULES AND EXHIBITS

Schedules

Schedule 4.1	Network Interconnection Schedule
Schedule 4.2	Interconnection Points for Different Types of Traffic
Schedule 5.6	Applicable Factors
Schedule 11.4	Access to Network Interface Device
Schedule 11.5	Unbundled Switching Elements
Schedule 11.7	Operations Support Systems

Exhibits

Exhibit A	Detailed Schedule of Itemized Charges
Exhibit B	Network Element Bona Fide Request

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