

## RESALE ATTACHMENT

[Issues IV-33, IV-38, IV-39, IV-40, IV-41, IV-42, VI-1(L), VI-1(M), resolved]

### 1. General

- 1.1 Verizon shall provide to MCIIm, in accordance with this Agreement and the requirements of Applicable Law (including, but not limited to, Sections 251(b)(1), 251(c)(4) and 271(c)(2)(B)(xiv) of the Act), Verizon's Telecommunications Services for resale by MCIIm (which services, as of [FILL IN ACTUAL EFFECTIVE DATE OF AGREEMENT] in Virginia include, without limitation, Centrex, Station Message Desk Interface (SMDI), Operator Services and Directory Assistance Services ("OS/DA"), Advanced Services (as such term is defined by the FCC), and 311 services; provided that Verizon shall make Advanced Services available either directly or, at its option, through Verizon Advanced Data Inc. (VADI), an affiliated entity that is subject to Section 251(c) of the Act; provided finally, that notwithstanding any other provision of this Agreement but subject to the "change-of-law" provisions of this Agreement, Verizon shall be obligated to provide Telecommunications Services to MCIIm for resale only to the extent required by Applicable Law.

[Issue IV-33, resolved]

- 1.2 To the extent required under Applicable Law, Verizon will apply to the bills it provides to MCIIm under this Attachment, the wholesale discount set forth in the Pricing Attachment of this Agreement to Telecommunications Services that Verizon offers on a retail basis to its Customers that are not Telecommunications Carriers.

### 2. Use of Verizon Telecommunications Services

- 2.1 Verizon Telecommunications Services may be purchased by MCIIm under this Resale Attachment only for the purpose of resale by MCIIm as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by MCIIm for other purposes (including, but not limited to, MCIIm's own use) must be purchased by MCIIm pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, or obtained out of applicable Verizon Tariffs.
- 2.2 Resale of Specific Telecommunications Services. MCIIm's resale of the Verizon Telecommunications Services described below shall be subject to the following:
  - 2.2.1 Residential service shall only be resold to persons eligible to subscribe to such service from Verizon (persons not so eligible including, but not limited to, business Customers or other nonresidential Customers (e.g., coin));
  - 2.2.2 Usage allowances described in Verizon's tariffs for any particular Telecommunications Service (e.g., directory assistance free usage allowance) shall not be aggregated by MCIIm for more than one end user Customer. MCIIm, when ordering Verizon tariffed volume discount offerings, if any, may aggregate multiple MCIIm end users in order to qualify for such volume discount offerings, subject to any rights Verizon may have under Applicable Law to contest such aggregation.

- 2.2.3 Lifeline, Link Up America, other means-tested service offerings, and other Voluntary Federal Subscriber Financial Assistance Programs shall only be resold to persons eligible to subscribe to such service offerings from Verizon. Customer service records provided to MCIIm in connection with this Attachment will reflect Verizon's current practice of indicating through use of a code that a Customer is subscribing to Lifeline. In addition to any other actions taken by MCIIm to comply with this Section 2.2.3, MCIIm shall take those actions required by Applicable Law to determine the eligibility of MCIIm Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested service offerings, required by Applicable Law. MCIIm shall indemnify Verizon in accordance with Section 20 of Part A of this Agreement.
- 2.2.4 Grandfathered or discontinued service offerings may be resold only to persons eligible to subscribe to such service offerings from Verizon (for purposes of this Attachment, grandfathered Telecommunications Services are Telecommunication Services that Verizon offers to retail end users who were subscribers of such services at the time the service was grandfathered, but which Verizon does not make available to new end users or to end users who were not subscribers to such services at the time the services were grandfathered).
- 2.2.5 MCIIm is subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and, (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.
- 2.3 Unless Verizon is required under Applicable Law to make available to MCIIm products or services which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using, Verizon Telecommunications Services, MCIIm shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain such products or services.
- 2.4 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to MCIIm Customers, and will assess such charges upon such interexchange carriers.
- 2.5 Each Party will work cooperatively with the other Party with respect to practices and procedures for handling of law enforcement and service annoyance calls.

### **3. Availability of Verizon Telecommunications Services**

- 3.1 Verizon shall provide Telecommunication Services available to MCIIm for resale under this Attachment on terms and conditions that are reasonable and non-discriminatory, including but not limited to, in terms of service quality and provisioning time intervals. In so doing, Verizon will provide a Verizon

Telecommunications Service to MCI for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent, that such Verizon Telecommunications Service is provided to Verizon's Customers.

- 3.2 Except as otherwise required by Applicable Law and subject to Section 3.1, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw, Verizon Telecommunications Services at any time, without the consent of MCI.
- 3.3 Verizon shall not be obligated to offer to MCI at a wholesale discount Telecommunications Services that Verizon offers pursuant to a short-term promotion as defined in 47 CFR § 51.613.
  - 3.3.1 Where a Verizon Telecommunications Service that is otherwise available for resale by MCI under this Attachment is subject to a short-term promotion within the meaning of 47 CFR § 51.613, Verizon shall make the Telecommunications Service available to MCI alternatively at the short-term promotional rate (without applying a wholesale discount) or at the subject service's non-promotional rate less the wholesale discount applicable under this Agreement, if any.
  - 3.3.2 MCI shall offer a promotion obtained from Verizon only to those MCI Customers who would qualify for the promotion if they received it directly from Verizon; however, Verizon's offering of a particular Telecommunications Service under a promotional discount will not limit MCI's ability to obtain that service for resale to its Customers that do not qualify for the promotion at the service's non-promotional rate less any wholesale discount applicable under this Agreement.
- 3.4 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to MCI for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement for services such as selected N11 services, or individual case based pricing arrangement or a special assembly of Telecommunications Services) that Verizon is providing to a Verizon Customer at the time the CSA is requested by MCI.

#### **4. Customer of Record/Responsibility for Charges**

- 4.1 MCI will be the Customer of record for all Verizon Telecommunications Services provided by Verizon to MCI pursuant to this Resale Attachment. Verizon will take orders from and bill MCI for all Telecommunications Services provided pursuant to this Resale Attachment.
- 4.2 MCI shall be responsible for and pay all charges for any Verizon Telecommunications Services provided by Verizon pursuant to this Resale Attachment.

#### **5. Operations Matters**

- 5.1 Facilities.
  - 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring, used to provide Verizon Telecommunications Services.

- 5.1.2 Verizon shall have access at all reasonable times to MCI<sub>m</sub> Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide the Verizon Telecommunications Services. MCI<sub>m</sub> shall, at MCI<sub>m</sub>'s expense, obtain any rights and authorizations necessary for such access.
  - 5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring, provided by MCI<sub>m</sub> or MCI<sub>m</sub> Customers for use with Verizon Telecommunications Services
- 5.2 Branding.
- 5.2.1 Except as stated in Section 32.1 of Part A, in providing Verizon Telecommunications Services to MCI<sub>m</sub>, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to MCI<sub>m</sub> to use Verizon's Marks.

## NETWORK ELEMENTS ATTACHMENT

[Issues III-6, IV-15 open; see also Section 17 (Combinations) of UNE Attachment]

### 1. General

- 1.1 Verizon shall provide to MCI, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to MCI only to the extent required by Applicable Law and may decline to provide UNEs or Combination to MCI to the extent that provision of such UNEs or Combination are not required by Applicable Law.
- 1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine UNEs that are not already combined in Verizon's network. Consistent with the foregoing, should MCI engage in a pattern of behavior that suggests that MCI either i) knowingly induces Verizon Customers to order Telecommunications Services from Verizon with the primary intention of enabling MCI to convert those Telecommunications Services to UNEs or Combinations, or ii) itself orders Telecommunications Services in order to induce Verizon to construct facilities that MCI then converts to UNEs or Combinations, then Verizon will provide written notice to MCI that its actions suggest that MCI is engaged in a pattern of bad faith conduct. If MCI fails to respond to this notice in a manner that is satisfactory to Verizon within fifteen (15) business days, then Verizon shall have the right, within thirty (30) calendar days advance written notice to MCI, to institute an embargo on provision of new services and facilities to MCI. This embargo shall remain in effect until MCI provides Verizon with adequate assurance that the bad faith conduct shall cease. Should MCI repeat the pattern of conduct following the removal of the service embargo, then Verizon may elect to treat the conduct as an act of material breach in accordance with the provisions of this Agreement that address default.
- 1.3 MCI may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to MCI. Without limiting the foregoing, MCI may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to MCI in order to allow MCI to provide such Exchange Access services.
- 1.4 Notwithstanding any other provision of this Agreement:
- 1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide a UNE or Combination not offered under this Agreement to MCI as of the Effective Date, the terms, conditions and prices

for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.

- 1.4.2 Verizon shall not be obligated to provide to MCI, and MCI shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.5 If Verizon terminates its provision of a UNE or a Combination to MCI pursuant the terms of this Agreement and MCI elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with MCI to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of MCI; and, (b) MCI shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.
- 1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a UNE is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to MCI on an unbundled basis.
- 1.7 Except as otherwise expressly stated in this Agreement, MCI shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to MCI's Collocation node by means of a Cross Connection.

**[Issue No. VI-1(F), resolved]**

- 1.8 If as the result of MCI Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the MCI Customer premises, MCI will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in the Pricing Attachment and the Premises Visit Charge as specified in Verizon's applicable retail or Wholesale Tariff.

**[Issue No. IV-16, resolved]**

- 1.9 Central Office Connections. Verizon shall provide and be responsible for all necessary or appropriate connections within its Central Offices or Wire Centers on its side of the demarcation point for each UNE.

**[Issue No. VI-1(G), largely resolved, although it is not clear if MCI has agreed to the language in Section 2 that is highlighted]**

**2. Verizon's Provision of UNEs**

This Attachment describes the initial set of Network Elements which MCI and Verizon have

identified to which, subject to the conditions set forth in Section 1, Verizon shall provide MCIIm access:

- 2.1 Loops, as set forth in Section 3;
- 2.2 Line Sharing, as set forth in Section 4;
- 2.3 Sub-Loops, as set forth in Section 5;
- 2.4 Inside Wire, as set forth in Section 6;
- 2.5 Dark Fiber, as set forth in Section 7;
- 2.6 Network Interface Device, as set forth in Section 8;
- 2.7 Switching Elements, as set forth in Section 9;
- 2.8 Interoffice Transmission Facilities, as set forth in Section 10;
- 2.9 Signaling Networks and Call-Related Databases, as set forth in Section 11;
- 2.10 Operations Support Systems, as set forth in Section 12;
- 2.11 and Other UNEs in accordance with Section 13.

[Issues IV-129, VI-1, open]

### 3. Loop Transmission Types

Subject to the conditions set forth in Section 1, Verizon shall allow MCIIm to access Loops unbundled from local switching and local transport, in accordance with the terms and conditions set forth in this Section 3. Verizon shall allow MCIIm access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below:

- 3.1 “2 Wire Analog Voice Grade Loop” or “Analog 2W” provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Bell Atlantic TR-72565, as revised from time-to-time. If “Customer-Specified Signaling” is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time.
- 3.2 “4-Wire Analog Voice Grade Loop” or “Analog 4W” provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Bell Atlantic TR-72570, as revised from time-to-time.
- 3.3 “2-Wire ISDN Digital Grade Loop” or “BRI ISDN” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps

digital services using the ISDN 2B1Q line code as described in ANSI T1.601-1998 and Verizon TR 72575 (, as TR 72575 is revised from time-to-time). In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment.

- 3.4 **“2-Wire ADSL-Compatible Loop” or “ADSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new copper facilities. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met.**
- 3.5 **“2-Wire HDSL-Compatible Loop” or “HDSL 2W” consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities. The 2-wire HDSL-compatible loop is only available in Bell Atlantic service areas. MCI may order a GTE Designed Digital Loop to provide similar capability in the GTE service area.**
- 3.6 **“4-Wire HDSL-Compatible Loop” or “HDSL 4W” consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met. 4-Wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.**
- 3.7 **“4-Wire DS1-compatible Loop” provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available only where existing facilities can meet the specifications in ANSI T1.403 and Verizon TR 72575 (as TR 72575 is revised from time-to-time).**
- 3.8 **“2-Wire IDSL-Compatible Metallic Loop” consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.**
- 3.9 **“2-Wire SDSL-Compatible Loop”, is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other**

criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

- 3.10 “4-Wire 56 kbps Loop” is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to MCI in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 2, as revised from time-to-time.
- 3.11 “DS-3 Loops” will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps or the equivalent of 28 DS-1 channels. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. Verizon will not install new electronics. DS-3 specifications are referenced in Verizon’s TR72575 as revised from time to time).

[Issues III-10-1, III-10-2, III-10-3, III-10-5, III-10-6, III-10-7, resolved; Issue IV-28, which is open, is addressed in Verizon Collocation Attachment, Section 1; Issue III-10-4, open]

- 3.12 “Digital Designed Loops” are comprised of designed loops that meet specific MCI requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. “Digital Designed Loops” may include requests for:
- 3.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
  - 3.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;
  - 3.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;
  - 3.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
  - 3.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
  - 3.12.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;
  - 3.12.7 a 2W SDSL Loop with an option to remove bridged tap;

- 3.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap.
- 3.13 Verizon shall make Digital Designed Loops available to MCIIm at the rates as set forth in the Pricing Attachment.
- 3.14 The following ordering procedures shall apply to the xDSL and Digital Designed Loops:
- 3.14.1 MCIIm shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
- 3.14.2 Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, IDSL and SDSL signals. The results of this survey will be stored in a mechanized database and made available to MCIIm as the process is completed in each Central Office. MCIIm must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, IDSL or SDSL Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment.
- 3.14.3 If the Loop is not listed in the mechanized database described in Section 3.14.2, MCIIm must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop. The rates for manual loop qualification are set forth in the Pricing Attachment. In general, Verizon will complete a manual loop qualification request within three business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.
- 3.14.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), MCIIm may request an Engineering Query, as described in Section 3.14.6, to determine whether the result is due to characteristics of the loop itself.
- 3.14.5 If MCIIm submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that has not been prequalified, Verizon will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If MCIIm submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, Verizon will respond back to MCIIm with a "Nonqualified" indicator and the with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).
- 3.14.6 Where MCIIm has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL, or BRI ISDN service in its existing condition, it may

either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if MCI is already aware of the conditioning required (e.g., where MCI has previously requested a qualification and has obtained loop characteristics), MCI may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.14 upon receipt of MCI's valid, accurate and pre-qualified service order for a Digital Designed Loop.

3.15 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by MCI, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

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

3.15.2 Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by MCI. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

**3.16 If MCI requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If MCI cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, MCI shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If MCI cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, MCI shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.**

[Issues III-7, III-7-a, III-7-b open]

**3.17 Conversion of Live Telephone Exchange Service to Analog 2W Loops.**

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

**3.17.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If MCI does not request a coordinated cutover, Verizon will**

process MCI's order as a new installation subject to applicable standard provisioning intervals.

- 3.17.1.2** MCI shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from MCI the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, MCI and Verizon shall mutually agree on a New Conversion Time, as defined below. MCI shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) business days of Verizon's receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide MCI the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.
- 3.17.1.3** MCI shall provide dial tone at the MCI Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.
- 3.17.1.4** Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.
- 3.17.1.5** If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:
- 3.17.1.5.1** If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from MCI; and
- 3.17.1.5.2** If MCI requests to reschedule outside the one (1) hour time frame above, MCI shall be charged an additional Analog 2W Loops

**Service Order Charge for rescheduling the conversion to the New Conversion Time.**

- 3.17.1.6 If MCIIm is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and MCIIm will reschedule and, upon request from MCIIm, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.**
- 3.17.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to MCIIm is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.**
- 3.17.1.8 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").**
- 3.17.1.9 If MCIIm requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.**

3.18 Intentionally Left.

**[Issues III-10-1, III-10-2, III-10-3, III-10-5, III-10-6, III-10-7, resolved; Issue IV-28, which is open, is addressed in Verizon Collocation Attachment, Section 1; Issue III-10-4, open]**

#### **4. Line Sharing**

- 4.1 "Line Sharing" is an arrangement by which Verizon facilitates MCIIm's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to MCIIm, solely for MCIIm's own use, the frequency range above the voice band on the same copper Loop required by MCIIm to provide such services. This Section 4 addresses line sharing over loops that are entirely copper loops. MCIIm access to the high frequency portion of the loop ("HFPL") on a copper/fiber hybrid loop shall be provided pursuant to the subloop provisions of section 5.1 through 5.12 in the UNE Attachment and the remote terminal collocation provisions of section 5.13 in UNE Attachment and Section 13.1 in the Collocation Attachment, and in accordance with Applicable Law. The Parties agree that Line Sharing, Line Splitting shall be provided in accordance with Applicable Law

(including, without limitation, any effective, unstayed order(s) of the Federal Communications Commission in cc Docket Nos. 98-147 and 96-98).

- 4.2 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide Line Sharing to MCI for MCI's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by the CLEC on that Loop must not significantly degrade the performance of other services provided on that Loop.
- 4.3 Verizon shall make Line Sharing available to MCI at the rates and charges set forth in the Pricing Attachment. In addition to the recurring and nonrecurring charges set forth in the Pricing Attachment for Line Sharing itself, the following rates set forth in the Pricing Attachment are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, and Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by MCI; and (iv) misdirected dispatch charges, service order charges for installation or repair, manual intervention surcharges, trouble isolation charges, and pair swap/line and station transfer charges; and (v) wideband testing charges, if requested, and OSS charges.
- 4.4 The following ordering procedures shall apply to Line Sharing:
  - 4.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. MCI must utilize the mechanized or manual Loop qualification processes described in the terms applicable to xDSL and Digital Designed Loops, as referenced in Section 4.4.5, below, to make this determination.
  - 4.4.2 MCI shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
  - 4.4.3 If the Loop is prequalified by MCI through the Loop prequalification database, and if a positive response is received and followed by receipt of MCI's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops.

- 4.4.4 If the Loop requires qualification manually or through an Engineering Query, three (3) additional Business Days will be generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of MCI's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events.
- 4.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and MCI orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.
- 4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in Section 4.4.5, above. The provisioning interval for the Line Sharing arrangement shall be three (3) business days provided however, orders that require conditioning pair swaps, line station transfers or include ten (10) or more loops will require a longer interval. In no event shall the Line Sharing interval applied to MCI be longer than the interval applied to any Affiliate of Verizon.
- 4.4.7 MCI must provide all required Collocation, CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.
- 4.4.8 The Parties will make reasonable efforts to coordinate their respective roles in Line Sharing in order to minimize provisioning problems and facility issues. Upon Verizon's request, MCI will provide non-binding, reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.
- 4.5 To the extent required by Applicable Law, MCI shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, MCI must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups.
- 4.6 As described more fully in Verizon Technical Reference 72575, the xDSL technology used by MCI for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and

within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. MCI's deployment of additional Advanced Services shall be subject to the applicable FCC Rules.

- 4.7 MCI may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. MCI is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 through one of the splitter options described below. MCI is also responsible for providing its own DSLAM equipment in the Collocation arrangement and any necessary CPE for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In both configurations, the splitter must be provided by MCI and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. MCI must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before MCI submits an order for Line Sharing.

#### Splitter Option 1: Splitter in MCI Collocation Area

In this configuration, the MCI-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by MCI in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the MCI Collocation area. Any rearrangements will be the responsibility of MCI.

#### Splitter Option 2: Splitter in Verizon Area

In this configuration, Verizon inventories and maintains an MCI-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. At MCI's option, installation of the splitter may be performed by Verizon or by a Verizon-approved vendor designated by MCI. The splitter is installed (mounted) in a relay rack between the POT (Point of Termination) Bay and the MDF, and the demarcation point is at the splitter end of the cable connecting the CLEC Collocation and the splitter. Verizon will control the splitter and will direct any required activity. Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to MCI upon completion of the required augment.

- 4.7.1 Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated splitter and Collocation charges (apply. MCI must submit a new Collocation application, with the application fee, to Verizon detailing its request. Except as otherwise required by Applicable Law, standard Collocation intervals will apply (unless Applicable Law requires otherwise).
- 4.7.2 Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be

augmented (e.g., with additional terminations at the POT Bay), the splitter installation or augment may be ordered via an application for Collocation augment. Associated splitter and Collocation charges apply. MCI must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.

- 4.8 Testing shared Loops with Splitter Option 1 and 2 shall be as follows:
- 4.8.1 Under Splitter Option 1, MCI may conduct its own physical tests of the shared Loop from MCI's collocation area. If it chooses to do so, MCI may supply and install a test head to facilitate such physical tests, provided that: (a) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate; and (b) the test head does not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the MCI-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional MCI-provided test head would be installed between the "line" port of the splitter and the POT bay in order to conduct remote physical tests of the shared loop.
  - 4.8.2 Under Splitter Option 2, either Verizon or a Verizon-approved vendor selected by MCI may install a MCI-provided test head to enable MCI to conduct remote physical tests of the shared Loop. This optional MCI-provided test head may be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The MCI-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the MCI-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, and maintain the MCI-provided test head, and will direct all required activity.
  - 4.8.3 Under either Splitter Option, if Verizon test head has been installed, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to MCI during normal trouble isolation procedures in accordance with reasonable procedures.
  - 4.8.4 Under either Splitter Option, Verizon will make MLT access available to MCI via RETAS after the service order has been completed. MCI will utilize the circuit number to initiate a test.
  - 4.8.5 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where MCI has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and MCI will each dispatch a technician to an agreed-upon point to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one

that MCIIm should reasonably have been able to isolate and diagnose through one of the testing options available to MCIIm above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

- 4.8.6 Verizon and MCIIm each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or Advanced Service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the central office. MCIIm will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data service of the other Party, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and MCIIm will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.
- 4.8.7 When Verizon provides inside wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the inside wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade inside wire to clear trouble calls associated with MCIIm's Advanced Services. Verizon will not repair any CPE equipment provided by MCIIm. Before a trouble ticket is issued to Verizon, MCIIm shall validate whether the Customer is experiencing a trouble that arises from MCIIm's Advanced Service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.
- 4.8.8 In the case of a trouble reported by the Customer on its voice-grade service, if Verizon determines the reported trouble arises from MCIIm's Advanced Services equipment, splitter problems, or MCIIm's activities, Verizon will:
  - 4.8.8.1 Notify MCIIm and request that MCIIm immediately test the trouble on MCIIm's Advanced Service.
  - 4.8.8.2 If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and MCIIm has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's voice grade service if Verizon determines in good faith that the cause of the voice interruption is MCIIm's data service.
  - 4.8.8.3 Upon completion of the steps in 4.8.8.1 and 4.8.8.2, above, Verizon may temporarily remove the MCIIm-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is MCIIm's data service.
  - 4.8.8.4 Upon notification from MCIIm that the malfunction in MCIIm's advanced service has been cleared, Verizon will restore MCIIm's

advanced service by restoring the splitter on the Customer's Loop.

- 4.8.8.5 Upon completion of the above steps, MCI will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning Advanced Service from the Customer's line if the cause of the voice interruption was MCI's data service.
- 4.8.8.6 Verizon shall not be liable for damages of any kind for disruptions to MCI's data service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and MCI shall indemnify Verizon from any Claims that result from such steps.
- 4.8.8.7 MCI may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between MCI and another CLEC shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability immediately, MCI may order an unbundled xDSL capable loop, which will terminate to a collocated splitter and DSLAM equipment provided by its data partner (or itself), unbundled switching combined with shared transport, collocater-to-collocater connections, and available cross connects, under the terms and conditions set forth in the applicable sections for each element in this Agreement. MCI or its data partner shall provide any splitters used in a line splitting configuration. Verizon will provide to MCI any service agreed to by the parties as described and developed by the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127 consistent with such implementation schedules, terms, conditions and guidelines established by the Collaborative, allowing for local jurisdictional and OSS differences. Verizon will make a good faith effort to have such offerings and procedures available at the same time as in NY, but no later than the Effective Date of this agreement. Verizon shall make Line Splitting available to MCI at the rates and charges set forth in the Pricing Attachment for the applicable elements and/or components. Such elements and/or components may include, among others, those set forth in Section 4.3 hereof, as well as unbundling switching, loops and transport.

**[Issue III-11, open]**

**5. Sub-Loop**

- 5.1 Sub-Loop. Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide MCI with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 5 and the rates set forth in the Pricing Attachment. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate**

demarcation point). Verizon shall provide MCIIm with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

- 5.2 MCIIm may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide MCIIm with access to a drop and NID that, at the time of MCIIm's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined). New drops will be installed in accordance with Verizon's standard procedures. In some cases this may result in MCIIm being responsible for the cost of installing the drop.
- 5.3 MCIIm may obtain access to a Sub-Loop only at an FDI and only from an MCIIm outside plant interconnection cabinet (a "COPIC") or, if MCIIm is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop is located in such enclosure, from the collocation arrangement of MCIIm at such enclosure. To obtain access to a Sub-Loop, MCIIm shall install a COPIC on an easement or Right of Way obtained by MCIIm within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and an MCIIm COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by MCIIm for any electronics in the COPIC. MCIIm shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.
- 5.4 MCIIm may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to MCIIm, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.
- 5.5 To order access to a Sub-Loop, MCIIm must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to an MCIIm COPIC. To make such a request, MCIIm must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which MCIIm wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of MCIIm's demand for access to Sub-Loops at the requested FDI. MCIIm must submit the application fee set forth in the Pricing Attachment (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. MCIIm must submit Sub-Loop Interconnection Applications to:

**Former Bell Atlantic services areas:**

**USLA Project Manager  
Bell Atlantic  
Room 509  
125 High Street**

Boston, MA 02110  
E-Mail: Collocation.applications@BellAtlantic.com

- 5.6 Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to MCIIm a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").
- 5.7 MCIIm shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of MCIIm's receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if MCIIm breaches its payment obligation under this Section 5.7. Upon Verizon's completion of the work that Verizon must perform to provide MCIIm with access to a Sub-Loop, Verizon shall bill MCIIm, and MCIIm shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.
- 5.8 After Verizon has completed the installation of the interconnecting cable to an MCIIm COPIC and MCIIm has paid the full cost of such installation, MCIIm can request the cross connection of Verizon Sub-Loops to the MCIIm COPIC. At the same time, MCIIm shall advise Verizon of the services that MCIIm plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. MCIIm shall run any crosswires within the COPIC.
- 5.9 If MCIIm requests that Verizon reactivate an unused drop and NID, then MCIIm shall provide dial tone (or its DSL equivalent) on the MCIIm side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop to the MCIIm dial tone or equivalent from the COPIC. If MCIIm requests that Verizon install a new drop and NID, then MCIIm shall provide dial tone (or its DSL equivalent) on the MCIIm side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If MCIIm requests that Verizon provide MCIIm with access to a Sub-Loop that, at the time of MCIIm's request, Verizon is using to provide service to a Customer, then, after MCIIm has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, MCIIm shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit MCIIm's long-term number portability request.
- 5.10 Verizon will not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing

or such Customer first disconnects the service that utilizes derived channel technology.

- 5.11 Verizon shall provide MCI<sub>m</sub> with access to a Sub-Loop in accordance with negotiated intervals
- 5.12 Verizon shall repair and maintain a Sub-Loop at the request of MCI<sub>m</sub> and subject to the time and material rates set forth in the Pricing Attachment. MCI<sub>m</sub> accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) MCI<sub>m</sub> reports to Verizon a Customer trouble, (b) MCI<sub>m</sub> requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then MCI<sub>m</sub> shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by MCI<sub>m</sub> is not available at the appointed time. If as the result of MCI<sub>m</sub> instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to MCI<sub>m</sub> by Verizon. If as the result of MCI<sub>m</sub> instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to MCI<sub>m</sub> by Verizon.
- 5.13 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow MCI<sub>m</sub> to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment.

[Issue III-11, open]

## 6. Inside Wire

### 6.1 House and Riser.

Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide to MCI<sub>m</sub> access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 6 and the rates set forth in the Pricing Attachment. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon will provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for MCI<sub>m</sub>. MCI<sub>m</sub> may access a House and Riser Cable only at the MPOE for such cable. Verizon shall provide MCI<sub>m</sub> with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

MCI<sub>m</sub> must satisfy the following conditions before ordering access to a

**House and Riser Cable from Verizon:**

- 6.1.1** MCI shall locate its compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.
- 6.1.2** If suitable space is available, MCI shall install its terminal block no closer than within fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.
- 6.1.3** MCI's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that MCI's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.
- 6.1.4** MCI shall identify its terminal block and equipment as an MCI facility.
- 6.2** To provide MCI with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for MCI, (c) secure space for MCI in any building, (d) secure access to any portion of a building for MCI or (e) reserve space in any building for MCI.
- 6.3** MCI must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to MCI service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to MCI's termination block, and Verizon shall determine how to perform such installation. MCI shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to MCI in accordance with MCI's order for such services.
- 6.4** If an MCI compatible connecting block or spare termination on MCI's connecting block is not available at the time of installation, Verizon shall bill MCI, and MCI shall pay to Verizon, the Not Ready Charge set forth in the Pricing Attachment and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the time and material charges set forth in the Pricing Attachment.
- 6.5** Verizon shall perform all installation work on Verizon equipment. All MCI equipment connected to a House and Riser Cable shall comply with applicable industry standards.
- 6.6** Verizon shall repair and maintain a House and Riser Cable at the request of MCI and subject to the time and material rates set forth in the Pricing Attachment. MCI shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall

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

[Issue III-12, open]

## **7. Dark Fiber**

**7.1 Access to unbundled Dark Fiber will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop, subloop and interoffice facilities (IOF) portions of the Company's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offering.**

**7.2 A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services. In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber Loops:**

**7.2.1 Verizon shall be required to provide a Dark Fiber Loop only where (1) one end of the Dark Fiber Loop terminates at MCI's collocation arrangement and (2) the other end terminates at the Customer premise. A CLEC demarcation point shall be established either in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon. Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a fiber jumper.**

**7.2.2 MCI may access a Dark Fiber Loop only at a pre-existing hard termination point of such Dark Fiber Loop, and MCI may not access a Dark Fiber Loop at any other point, including, but not limited to, a splice point. Verizon will not introduce additional splice points or open existing splice points to accommodate MCI's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to MCI.**