## PART C

## 911 ATTACHMENT

[Issues IV-7, IV-79, open]

1. 911/E-911 Arrangements

1.1 MCIm may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which MCIm provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points (PSAP). In such situations, Verizon will provide MCIm with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, MCIm and Verizon will negotiate arrangements to connect MCIm to the 911 service in accordance with applicable state law.

1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the MCIm-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation.

1.3 Within thirty (30) days of its receipt of a complete and accurate request from MCIm, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide MCIm, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:

1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where MCIm is providing, or represents to Verizon that it intends to provide within sixty (60) days of MCIm's request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis, CLEC and Verizon shall work cooperatively, where necessary, to resolve MSAG discrepancies;

1.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which MCIm plans to offer Telephone Exchange Service;

1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.

1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.

1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;

1.3.6 prompt return of any MCIm 911/E-911 data entry files containing errors, so that MCIm may ensure the accuracy of the Customer records.

2. Electronic Interface

MCIm shall use, where available, the appropriate Verizon electronic interface, through which MCIm shall input and provide a daily update of 911/E-911 database information related to appropriate MCIm Customers. In those areas where an electronic interface is not available, MCIm shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards (NENA). MCIm may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of MCIm Customer information. Technical specifications related to the database shall be made available to CLECs.

3. 911 Interconnection

Verizon and MCIm will use commercially reasonable efforts to facilitate the prompt, robust, reliable, nondiscriminatory and efficient interconnection of MCIm systems to the 911/E-911 platforms and/or systems.

4. 911 Facilities

4.1 Notwithstanding anything contained in this Agreement to the contrary, Verizon shall provide MCIm with a minimum of two (2) dedicated trunks diversely routed for the provision of E 911 services.

4.2 MCIm shall be responsible for providing facilities from the MCIm End Office to the 911 Tandem or selective router. MCIm shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

4.3 CLEC may use SS7 signaling where offered by Verizon or may, at it's option, use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones.

5. Local Number Portability for use with 911

The Parties acknowledge that until Local Number Portability (LNP) with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification (ALI) screen reflect two numbers: the "old" number and the "new" number assigned by MCIm. Therefore, for those ported telephone numbers using INP, MCIm will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, MCIm will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. MCIm will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

5.1 MCIm is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using MCIm's NENA COID to lock and unlock records and the posting of MCIm's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.

6. **PSAP Coordination**

**Verizon and MCIm will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.**

7. **911 Compensation**

**MCIm will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in the Pricing Attachment.**

8. **911 Rules and Regulations**

**MCIm and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in the Commonwealth of Virginia.**

9. **911/E911 Outages**

**MCIm will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the MCIm demarcation (e.g., collocation). Verizon will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). MCIm is responsible for advising Verizon of the circuit identification when notifying Verizon of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911/E911 outage. Verizon will refer network trouble to MCIm if no defect is found in Verizon's network.**

## PRICING ATTACHMENT

[Issues III-18, IV-30, IV-32, IV-36, IV-85, open]

1. General

1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.

1.2 Except as stated in Section 2 or Section 3, below, Charges for Services shall be as stated in this Section 1.

1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.

1.4 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Appendix A of this Pricing Attachment.

1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.

1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.

1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Intentionally Left Blank

[Issue I-9, open]

3. MCIm Prices

Notwithstanding any other provision of this Agreement, the Charges that MCIm bills Verizon for MCIm's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent the MCIm has demonstrated to Verizon, or, at Verizon's request, to the Commission or the FCC, that MCIm's cost to provide such MCIm Services to Verizon exceeds the Charges for Verizon's comparable Services.

[Issue VI-1(J), resolved]

4. Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under this Agreement that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service irrespective of the pricing requirements of Sections 251 and 252 of the Act.

**[Issue VI-1(K), resolved]**

**5. Regulatory Review of Prices**

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

# SCHEDULE 31.4

## SCHEDULE 31.4

## CARRIER-TO-CARRIER PERFORMANCE ASSURANCE PLAN

1. Performance Measurements and Reports

   1.1 Beginning with the first calendar month after the month in which this Agreement becomes effective and for each calendar month thereafter, Verizon shall perform the measurements set out in Attachment A and report the results of those measurements for the measured calendar month to MCIm.

   1.2 The measurement results will be set out in a report on a Verizon Internet web site to which Verizon will allow MCIm access.

   1.3 The measurement results shall be provided within twenty-five (25) days after the completion of each measured calendar month (or, if the 25th day of the month is a Saturday, Sunday or holiday observed by Verizon, the next Verizon business day).

2. Performance Standards

   2.1 The performance standards for the measures set out in Attachment A shall be as set out in Attachment A.

   2.2 For measures listed in Attachment A, where financial remedies are assessed on a "pay per occurrence" basis, whether Verizon has met the performance standard will be determined on a MCIm specific ("CLEC Specific") basis for the measured service area. For measures listed in Attachment A, where financial remedies are assessed on a "pay per measure" basis, whether Verizon has met the performance standard will be determined on a CLEC Aggregate basis for the measured service area.

2.3 A determination of whether Verizon has met the performance standard for a measure for a measured calendar month will be made only if there is measured MCIm activity for that measure for the measured calendar month. If there is no MCIm measured activity for a measure for a measured calendar month, Verizon will be deemed to have met the standard for that measure for the measured calendar month. For instance, if for a measured calendar month MCIm submitted no transactions to Verizon through the CORBA interface, no determination would be made as to whether Verizon had met the standards for Metrics PO-1 or PO-2 for the CORBA interface and Verizon will be deemed to have met the standards for those measures.

2.4 Determinations of whether Verizon has met the applicable performance standard for a measure shall be made in accordance with Attachment A.

3. Financial Remedies

3.1 Verizon shall make remedy payments to MCIm as follows:

3.1.1 For measures listed in Attachment A as subject to remedy payments, if Verizon fails to meet the applicable performance standard for a measure for either (a) 3 consecutive months, or (b) 6 or more months in a Plan Year (April of one year through March of the next year), Verizon will make a remedy payment to MCIm. The amount of the remedy payment will be determined in accordance with Attachment A. Payments will be made on a per occurrence or per occurrence with a cap basis for "pay per occurrence" measures, or on a per measure basis for "pay per measure" measures. The remedy payment will be calculated by applying the

2.3 A determination of whether Verizon has met the performance standard for a measure for a measured calendar month will be made only if there is measured MCIm activity for that measure for the measured calendar month. If there is no MCIm measured activity for a measure for a measured calendar month, Verizon will be deemed to have met the standard for that measure for the measured calendar month. For instance, if for a measured calendar month MCIm submitted no transactions to Verizon through the CORBA interface, no determination would be made as to whether Verizon had met the standards for Metrics PO-1 or PO-2 for the CORBA interface and Verizon will be deemed to have met the standards for those measures.

2.4 Determinations of whether Verizon has met the applicable performance standard for a measure shall be made in accordance with Attachment A.

3. Financial Remedies

3.1 Verizon shall make remedy payments to MCIm as follows:

3.1.1 For measures listed in Attachment A as subject to remedy payments, if Verizon fails to meet the applicable performance standard for a measure for either (a) 3 consecutive months, or (b) 6 or more months in a Plan Year (April of one year through March of the next year), Verizon will make a remedy payment to MCIm. The amount of the remedy payment will be determined in accordance with Attachment A. Payments will be made on a per occurrence or per occurrence with a cap basis for "pay per occurrence" measures, or on a per measure basis for "pay per measure" measures. The remedy payment will be calculated by applying the

statistical analyses and the calculations described in Attachment A-3, the payment level for the measures set out in Attachment A-5, and the per occurrence payment and per measure payment, amounts set out in Attachment A-4. A description and examples of how remedy payments will be calculated are set out in Attachment A-7.

3.1.1.1 If Verizon fails to meet the applicable performance standard for a measure for 3 consecutive months, the remedy payment shall be calculated based on the rolling monthly average of occurrences or measurements for the 3 consecutive months, as appropriate. In other words, Verizon will make a payment in the event it fails to meet the applicable standard for three consecutive months, and another payment if the failure continues for a fourth consecutive month, and so on. In each case, the payment will be calculated according to the rolling monthly average of occurrences for the last three consecutive months where Verizon fails to meet the applicable performance standard. For example, if Verizon fails to meet the performance standard for a measurement for January, February, and March, it would make a payment based on the January-February-March monthly average; if it also fails to meet the standard for the same measure in April, it would make another payment, based on the February-March-April monthly

average. A further description and examples of how remedy payments will be calculated are set out in Attachment A-7.

3.1.1.2 If Verizon fails to meet the applicable performance standard for 6 or more months in a Plan Year, the payments shall be calculated as if all such months were missed consecutively. In other words, four payments would be made in a year where a measure fails to meet the performance standard for six months (and five payments in a year where a measure fails to meet the performance standard for seven months, and so on). A further description and examples of how remedy payments will be calculated are set out in Attachment A-7.

3.1.1.3 If Verizon is obligated to make a payment to MCIm pursuant to the "3 consecutive months" rule set out in Sections 3.1.1 and 3.1.1.1 above, Verizon shall not be obligated to make a payment to MCIm pursuant to the "6 or more months in a Plan Year" rule set out in Sections 3.1.1 and 3.1.1.2 above, for the same three month period. A further description and examples of how remedy payments will be calculated are set out in Attachment A-7.

3.1.2 The payments provided for in Section 3.1.1 shall not exceed the cap amounts set out in Attachment A, including, but not limited to, the monthly cap amounts and Plan Year annual cap amounts, set out in

Attachment A-6, and the "Per Measurement" and "Per Occurrence" cap amounts set out in Attachment A-4.

3.1.3 If the caps specified in Appendix D, Attachment A-6 of the Merger Order[1] are reduced as authorized in Appendix D, Attachment A, Paragraph 11 of the Merger Order, those reduced caps will also apply to Attachment A-6 of this Schedule 31.4. The reduction in the caps specified in Attachment A-6 of this Schedule 31.4 shall become effective at the same time that the reduction in the caps specified in Appendix D, Attachment A-6 of the Merger Order becomes effective.

3.1.4 If Verizon becomes liable for remedy payments to MCIm under this Schedule 31.4, such payments shall be made within 60 days after the performance measurement results showing the liability are reported by Verizon to MCIm. Payments will be made in the form of bill credits that will be applied by Verizon to bills issued by it to MCIm. Verizon may deduct from any amount due from Verizon to MCIm under this Schedule 31.4 any amount due from MCIm to Verizon (including, but not limited to, any amount due from MCIm to Verizon under this Agreement or under any other agreement between the Parties or under a Verizon tariff).

3.2 Verizon shall not be responsible for a failure to meet a performance standard and shall not be obligated to make an remedy payment to MCIm as a result of such a failure, to the extent such failure was the result of: (a) events or causes beyond

[1] As used herein, "Merger Order" means the FCC's Memorandum Opinion and Order in *In the Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer Control of Domestic and International Sections 214 and 310 Authorizations and Applications to Transfer Control of a Submarine Cable Landing License*, FCC-00-221, CC Docket No. 98-184 (6/16/01).

the reasonable control of Verizon; (b) Force Majeure events (as defined below); (c) acts or omissions by MCIm or a MCIm customer that prevent Verizon from timely or accurately providing service, including, but not limited to, any failure to perform an act that MCIm is required to perform by this Agreement; or, (d) Event Driven Clustering, Location Driven Clustering, Time Driven Clustering, or CLEC Actions, as described in Attachment A-3. Force Majeure events include unusually severe weather conditions, earthquake, volcanic action, fire, explosion, flood, epidemic, war, revolution, civil disturbances, acts of public enemies, any law, order, regulation, ordinance or requirement of any governmental or legal body, strikes, labor slowdowns, picketing or boycotts, unavailability of equipment, parts or repairs thereof, and any acts of God.

3.2.1 If Verizon claims that it is excused under this Section 3.2 from making a remedy payment, Verizon will submit notice of this claim to MCIm at the time that it makes the applicable performance report available to MCIm and will withhold payment of any amount that Verizon claims that it is excused from paying.

3.2.2 For any remedy payment withheld by Verizon pursuant to this Section 3.2, if MCIm disputes Verizon's claim, either Party may seek resolution of the dispute in accordance with any applicable dispute resolution provisions of this Agreement, or, in the absence of such dispute resolution provisions, by seeking resolution of the dispute before the Commission, the FCC, or a court of competent jurisdiction.

3.3 Where both the Performance Assurance Plan implemented pursuant to this Schedule 31.4 and a General State Plan contain provisions that grant MCIm payments, bill credits or remedies against Verizon arising out of the same Verizon acts, omissions, performance, or failure or deficiency in performance, MCIm shall not have the right to invoke the provisions of both the Performance Assurance Plan implemented pursuant to this Schedule 31.4, and the General State Plan. Where both the Performance Assurance Plan implemented pursuant to this Schedule 31.4 and another section of this Agreement contain provisions that grant MCIm payments, bill credits or remedies against Verizon arising out of the same Verizon acts, omissions, performance, or failure or deficiency in performance, MCIm shall not have the right to invoke the provisions of both the Performance Assurance Plan implemented pursuant to this Schedule 31.4, and the other section of this Agreement. For purposes of this Performance Assurance Plan, the term General State Plan means a carrier-to-carrier service quality performance assurance plan applicable to Verizon that is adopted, required, approved or allowed to go into effect by the Commission or the FCC.

4. Confidentiality

4.1 MCIm agrees that except to the extent that Verizon has made Verizon affiliate information contained in the performance reports publicly available, such information is confidential and proprietary to Verizon, and shall be used by MCIm solely for internal performance assessment purposes, for purposes of joint MCIm and Verizon assessments of service performance, and for reporting to the FCC, a state utility commission of competent jurisdiction, or courts of competent

jurisdiction, under cover of an agreed-upon protective order, for the sole purpose of enforcing Verizon's obligations under this Schedule 31.4. MCIm shall not otherwise disclose the Verizon affiliate information contained in the performance reports to third-persons.

4.2 In providing performance reports to MCIm and otherwise performing its obligations under this Schedule 31.4, except for measurement data for Verizon affiliates that Verizon is required to provide by Attachment A, Verizon shall not be obligated, and may decline, to disclose to MCIm any individually identifiable information pertaining to a person other than MCIm, including, but not limited to, any other carrier customer of Verizon or any retail customer of Verizon.

5. Interpretation and Modification

5.1 The Parties acknowledge that this Schedule 31.4 has been modeled on the Carrier-to-Carrier Performance Assurance Plan set out in Appendix D, Attachment A of the Merger Order. This Schedule 31.4 shall be implemented, interpreted and construed in a manner consistent with the Merger Order and the Carrier-to-Carrier Performance Assurance Plan set out in Appendix D, Attachment A of the Merger Order.

5.2 If the FCC makes any modification to the Carrier-to-Carrier Performance Assurance Plan set out in Appendix D, Attachment A of the Merger Order (including, but not limited to, changes to, or the addition or deletion of, measures in Appendix D, Attachment A of the Merger Order) (for example, as part of the semi-annual review described in Appendix D, Attachment A, Paragraph 4 of the Merger Order, or as a result of the Chief of the Common Carrier Bureau's

acceptance of any changes to the design or calculation of the measures adopted by the New York Public Service Commission), that modification shall also apply to this Schedule 31.4. The modification to this Schedule 31.4 shall become effective at the same time that the modification to the Carrier-to-Carrier Performance Assurance Plan set out in Appendix D, Attachment A of the Merger Order, becomes effective.

6. Relation to Other Provisions

6.1 The service quality performance measurements, reporting, and standards, applicable to Verizon and the remedies to be provided by Verizon associated with such measurements, reporting and standards, that apply to Verizon pursuant to this Agreement shall be limited to the service quality performance measurements, reporting, standards, and remedies set out in this Schedule 31.4. No other service quality performance measurements, reporting, or standards, applicable to Verizon, or remedies to be provided by Verizon associated with such measurements, reporting or standards, shall apply to Verizon pursuant to this Agreement.

6.2 Nothing in this Schedule 31.4 is intended to replace, supersede or otherwise affect the application of limitations or exclusions of liability contained in this Agreement and except for remedy payments to be made pursuant this Schedule 31.4, all such provisions shall remain in full force and effect.

6.3 The standards set forth in this Agreement bear no necessary relationship to the standard of performance that satisfies Verizon's obligations under this Agreement or Applicable Law. A failure by Verizon to meet a performance standard set out in this Schedule 31.4 shall not constitute a breach or failure in performance of this

Agreement. A remedy payment by Verizon pursuant to this Schedule 31.4 shall not constitute an admission by Verizon that it has breached or failed to perform this Agreement or any other duty Verizon may have to MCIm.

7. Application of this Schedule 31.4

7.1 The provisions of this Schedule 31.4 (including Attachment A) shall apply only to the service area covered by this Agreement, the Bell Atlantic service area of Virginia (the "Covered Service Area"). Verizon and MCIm recognize, however, that this Schedule 31.4 is based upon a Performance Assurance Plan in the Merger Order that applies to multiple jurisdictions. This Schedule 31.4 therefore contains provisions applicable to service areas other than the service area covered by this Agreement. Such other provisions were included only to reduce the administrative burden on the Parties that would be associated with separating the provisions of the Merger Order Performance Assurance Plan on a jurisdiction-by-jurisdiction basis. The provisions of this Schedule 31.4 shall be of no force and effect pursuant to this Agreement to the extent they reference service areas other than the Covered Service Area. For example, since this Performance Assurance Plan is incorporated into an interconnection agreement applicable only to the Bell Atlantic service area of Virginia, only the provisions contained herein that are either not service area specific or that reference the Bell Atlantic service area in Virginia shall apply pursuant to this Agreement. Verizon shall have no obligation under this Schedule 31.4 to provide measurement results or to make remedy payments, for any area other than the Bell Atlantic service area of Virginia. If this Schedule 31.4 is incorporated into an interconnection agreement for a service

area other than the Bell Atlantic service area of Virginia (whether by agreement of the Parties, pursuant to a requirement of Applicable Law or a Commission or FCC order, or otherwise), this Schedule 31.4 automatically will be revised to adopt the annual and monthly caps, per occurrence caps, per occurrence amounts, and per measure amounts, applicable to such other service area under the Performance Assurance Plan set out in Appendix D, Attachment A of the Merger Order.

7.2 References contained in this Schedule 31.4 to Attachment A, or any subpart thereof, shall be to Attachment A as that attachment, or subpart thereof, contains provisions applicable to the Covered Service Area.

7.3 Notwithstanding any other provision of this Agreement, this Schedule 31.4 is a "state-specific performance measure" under Sections 31 and 32 of Appendix D of the Merger Order and therefore will not be available to any carrier pursuant to Section 31 or Section 32 of the Merger Order.

8. Miscellaneous Terms and Conditions

8.1 The Parties agree that if any obligation assumed under this Schedule 31.4 is prohibited by applicable law, the relevant Party will be excused from performing that obligation without penalty.

8.2 The terms "MCIm," "Verizon," "Bell Atlantic" ("BA"), "Party" or "Parties" as such terms are used herein and in Attachment A shall refer to the respective Parties to this Agreement. Except as otherwise shown by the context, references to "Bell Atlantic" or "BA" in Attachment A that are applicable to the Covered Service Area shall be deemed to be references to "Verizon."

9. Effectiveness and Termination

9.1 Notwithstanding any other provision of this Agreement, this Schedule 31.4 and the Performance Assurance Plan set out in this Schedule 31.4 shall not become effective and shall not be a part of this Agreement if prior to the effective date of this Agreement a Verizon carrier-to-carrier service quality performance assurance plan for the Covered Service Area that has been required, approved, accepted or allowed to go into effect, by either the Commission or the FCC, has become effective.

9.2 Notwithstanding any other provision of this Agreement, this Schedule 31.4 and the Performance Assurance Plan set out in this Schedule 31.4 shall automatically terminate and cease to be a part of this Agreement upon the earlier of: (a) the effective date of a carrier-to-carrier service quality performance assurance plan applicable to Verizon that has been required, approved, accepted or allowed to go into effect, by the Commission; or, (b) the effective date of a carrier-to-carrier service quality performance assurance plan applicable to Verizon that has been required, approved, accepted or allowed to go into effect, by the FCC in conjunction with the FCC's approval of a request by Verizon or Verizon's affiliates for authority to offer InterLATA services in the Covered Service Area.

9.3 Verizon shall have no obligation to provide measurement results or make remedy payments for any month prior to the first calendar month after the month in which this Agreement becomes effective.