

Issue No.	Verizon's November Language
	<p>7.5 **CLEC shall order Dark Fiber IOF and Dark Fiber Loop UNEs by sending to Verizon a separate ASR for each A to Z route.</p> <p>7.6 Direct access to dark fiber loops, subloops, or IOF that terminates in a Verizon premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.</p>
IV-18	<i>UNE Attachment</i>
	<p>See Verizon contract language, Sections 1.1-1.7, in support of Issue III-6.</p> <p>10. Unbundled Interoffice Facilities Subject to the conditions of Section 1, where facilities are available, at **CLEC's request, Verizon shall provide **CLEC with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with, but only to the extent required by Applicable Law, at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that **CLEC also purchases unbundled Local Switching capability from Verizon in accordance with Section 9 of this Attachment.</p>
IV-19	See Verizon contract language in support of Issue III-11.
IV-23	<p><i>UNE Attachment</i></p> <p>11.1 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide **CLEC with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases. With respect to the Calling Name Database ("CNAM"), Verizon shall permit **CLEC to transmit a query to Verizon's CNAM database for the purpose of obtaining the name associated with a line number for delivery to **CLEC's local exchange customers. To the extent **CLEC provides local switching utilizing its own switch, **CLEC may request that Verizon provide CNAM database storage and validation services pursuant to tariff arrangements or a separate agreement.</p> <p>11.2 **CLEC shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve **CLEC's Customers, at non-discriminatory rates, terms and conditions as provided in the Pricing Attachment, provided further that if the **CLEC information Verizon requires to provide such call-related functionality is resident in a database, **CLEC will provide Verizon with the access and authorization to query **CLEC's information in the databases within which it is stored.</p> <p>11.3 Alternatively, either Party ("Purchasing Party") may secure CCS Interconnection from a commercial SS7 hub provider (third party signaling provider) to transport messages to and from the Verizon CCS network, and in that case the other Party will permit the Purchasing Party to access the same databases as would have been accessible if the Purchasing Party had connected directly to the other Party's CCS network. . If a third party signaling provider is selected by **CLEC to transport signaling messages, that third party provider must present a letter of agency to Verizon, prior to the testing of the interconnection, authorizing the third party to act on behalf of **CLEC.</p> <p>11.4 Regardless of the manner in which **CLEC obtains CCS Interconnection, **CLEC shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.</p> <p>11.5 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Local Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such</p>

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	<p>features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored as required under applicable law.</p> <p>11.6 The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes.</p> <p>11.7 Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will out pulse the full ten-digit telephone number of the called party to the other Party.</p> <p>11.8 The Parties acknowledge that there is a network security risk associated with interconnection with the public Internet Protocol network, including, but not limited to, the risk that interconnection of **CLEC signaling systems to the public Internet Protocol network may expose **CLEC and Verizon signaling systems and information to interference by third parties. *CLEC shall notify Verizon in writing sixty (60) days in advance of installation of any network arrangement that may expose signaling systems or information to access through the public Internet Protocol network. **CLEC shall take commercially reasonable efforts to protect its signaling systems and Verizon's signaling systems from interference by unauthorized persons.</p> <p>11.9 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.</p> <p>11.10 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:</p> <p>11.10.1 Telcordia Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and</p> <p>11.10.2 Where applicable, Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).</p> <p>11.11 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: Verizon shall charge **CLEC in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. **CLEC shall charge Verizon rates equal to the rates Verizon charges **CLEC, unless **CLEC's Tariffs for CCS signaling provide for lower generally available rates, in which case **CLEC shall charge Verizon such lower rates. Notwithstanding the foregoing, to the extent a Party uses a third party vendor for the provision of CCS Signaling, such charges shall apply only to the third party vendor.</p>
IV-24	<i>Intentionally left blank.</i>
IV-25	See Verizon contract language in support of Issue IV-23
VI-3(B)	See Verizon proposed contract language, Sections I.1-1.7, in support of Issue III-6.

RIGHTS OF WAY

Issue No.	Verizon's November JDPL Language
III-13(h)	<p data-bbox="344 275 832 302"><i>9 Poles, Ducts, Conduits and Rights-of-Way</i></p> <p data-bbox="344 308 1932 454"><i>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</i></p> <p data-bbox="344 490 1285 517"><i>See Exhibit D—Verizon's Standard Licensing Agreement, § 8.3 & 8.5 as amended here:</i></p> <p data-bbox="344 553 1921 731">§ 8.3 In the event VZ determines that a Pole, Conduit or Right of Way which Licensee desires to utilize is inadequate or otherwise needs rearrangement, modification or expansion of the existing facilities, structures or property to accommodate Licensee's Facilities, VZ will advise Licensee in writing of the estimated Make-Ready work including charges that would apply to any rearrangements, modification or expansions that VZ proposes to undertake (Appendix II, Form B-4). If no Make-Ready Work is needed to accommodate Licensee's Facilities, upon receipt of a license from VZ, Licensee may proceed with placement of its Facilities. VZ shall complete the steps described in paragraphs 8.1 through 8.3 within forty-five (45) days, excluding the time taken by Licensee to respond to VZ's proposals.</p> <p data-bbox="344 768 1932 971">§ 8.5 VZ shall not be obligated to initiate Make-Ready Work earlier than sixty (60) days after notice to existing attachers or occupiers, but VZ shall have the right to initiate Make-Ready Work earlier if existing attachers and occupiers agree in writing. Make-Ready Work will be completed by VZ in a commercially reasonable time according to a schedule to be mutually agreed upon, depending on the size of the job and the cooperation of necessary third parties. Make-Ready Work for Licensee will be scheduled and performed in the same manner as VZ's Make-Ready Work is scheduled and performed. Licensee shall pay VZ for all Make-Ready Work performed by VZ in accordance with the provisions of this Agreement. If Licensee presents VZ with a contractor who meets VZ's requirements the contractor will be directed to VZ Contract Services for consideration.</p>

BUSINESS PROCESS

Issue No.	Verizon's November JDPL Language
IV-56	<i>Consistent with mediated negotiations with WorldCom, Verizon VA provides the following re-write of the first sentence of WorldCom's proposed § 2.1.4.1: "Neither Party shall refuse to migrate one of its Customers to receive service from the other Party (including disconnecting its Customer from service and porting its Customer's telephone number(s)) on the basis of its Customer owing it unpaid amounts."</i> Verizon VA opposes inclusion of the remaining portions of WorldCom's proposed Attachment VIII, Section 2.1.

NETWORK ARCHITECTURE

Issue No.	Verizon's November JDPL Language
I-1	<p data-bbox="342 303 902 332"><i>2. Points of Interconnection (POI) and Trunk Types</i></p> <p data-bbox="342 332 902 360"><i>2. Points of Interconnection (POI) and Trunk Types</i></p> <p data-bbox="342 360 761 388"><i>2.1 <u>Points of Interconnection ("POI")</u>.</i></p> <p data-bbox="342 426 1921 513"><i>2.1.1 As and to the extent required by Section 251 of the Act, the Parties shall provide interconnection of their networks at any technically feasible point as specified in this Agreement. To the extent the originating Party's POI is not located at the terminating Party's relevant Interconnection Point ("IP"), the originating Party is responsible for transporting its traffic from it's POI to the terminating Party's relevant IP.</i></p> <p data-bbox="342 513 1285 541"><i>2.1.2 MCIIm may specify any of the following methods for interconnection with Verizon:</i></p> <p data-bbox="342 541 1583 569"><i>2.1.2.1 a Collocation node MCIIm has established at the Verizon-IP pursuant to the Collocation Attachment; and/or</i></p> <p data-bbox="342 569 1853 636"><i>2.1.2.2 a Collocation node that has been established separately at the Verizon-IP by a third party with whom MCIIm has contracted for such purposes; and/or</i></p> <p data-bbox="342 669 1921 735"><i>2.1.2.3 an Entrance Facility and transport leased from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, from the MCIIm POI to the Verizon-IP.</i></p> <p data-bbox="342 768 1285 796"><i>2.1.3 Verizon may specify any of the following methods for interconnection with MCIIm:</i></p> <p data-bbox="342 796 1838 824"><i>2.1.3.1 interconnection at a Collocation node that MCIIm has established at the Verizon-IP pursuant to the Collocation Attachment; and/or</i></p> <p data-bbox="342 824 1885 890"><i>2.1.3.2 interconnection at a Collocation node that has been established separately at the Verizon-IP by a third party and that is used by MCIIm; and/or</i></p> <p data-bbox="342 923 1625 951"><i>2.1.3.3 a Collocation node or other operationally equivalent arrangement Verizon established at the MCIIm-IP ; and/or</i></p> <p data-bbox="342 951 1896 979"><i>2.1.3.4 a Collocation node established separately at the MCIIm-IP by a third party with whom Verizon has contracted for such purposes; and/or</i></p> <p data-bbox="342 979 1406 1007"><i>2.1.3.5 an Entrance Facility leased from MCIIm (and any necessary multiplexing), to the MCIIm-IP.</i></p> <p data-bbox="342 1007 1921 1073"><i>2.1.3.5.1 MCIIm shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a Verizon POI to an MCIIm-IP in any given LATA.</i></p> <p data-bbox="342 1106 1921 1428"><i>2.5 When the Parties implement Two-Way Local Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, based on the total number of minutes of Traffic that each Party originates over the Two-Way Local Interconnection Trunks. MCIIm will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to MCIIm's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of a facility that is on MCIIm's side of MCIIm's-IP, which charges shall be solely the financial responsibility of MCIIm. Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the MCIIm-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on MCIIm's side of the MCIIm-IP, MCIIm shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 2.5, if MCIIm fails to provide IPs at Verizon's Tandem or End Office(s) in accordance with this Agreement, MCIIm will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Local Interconnection Trunk groups until MCIIm establishes such IPs.</i></p>

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	<p data-bbox="342 244 1044 272">7.1 <u>Reciprocal Compensation Traffic Interconnection Points.</u></p> <p data-bbox="342 305 1825 365">7.1.1 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which MCIIm will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("MCIIm-IPs") shall be as follows:</p> <p data-bbox="342 398 704 426">7.1.1.1 [Intentionally left blank].</p> <p data-bbox="342 431 1921 728">7.1.1.2 In the case of MCIIm as the receiving Party, Verizon may request, and MCIIm will then establish, geographically-relevant IPs by establishing an MCIIm-IP at a collocation site at each Verizon Tandem in a LATA (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon) for those (MCIIm) NPA-NXX's serving equivalent Verizon Rate Centers which subtend the Verizon Tandem (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon); provided, however, if Collocation is not available at a particular Verizon Tandem, End Office Host or such other Verizon Wire Center chosen by Verizon, the Parties will negotiate a mutually acceptable MCIIm-IP in such case. MCIIm shall identify its IPs in writing pursuant to Section 4.4. If MCIIm fails to establish a geographically relevant IP as provided herein within a commercially reasonable timeframe, then MCIIm shall bill and Verizon shall pay only the Local Call Termination End Office rate as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the MCIIm-IP (for traffic to the relevant NPA-NXX).</p> <p data-bbox="342 761 1921 821">7.1.1.3 At any time that MCIIm establishes a Collocation site at a Verizon End Office, then either Party may request that such MCIIm Collocation site be established as the MCIIm-IP for traffic originated by Verizon Customers served by that End Office.</p> <p data-bbox="342 854 1921 1217">7.1.1.3.1 In the case of Verizon making such request to MCIIm, MCIIm's obligation to establish an IP at an MCIIm Collocation site at a Verizon End Office shall be limited to no more than one (1) such MCIIm Collocation site within a given local calling area or non optional extended local calling scope arrangement as such areas are defined in Verizon's effective Customer tariffs, or, if the Commission has defined localcalling areas applicable to all LECs, then as so defined by the Commission. Such request shall be negotiated pursuant to the Joint Grooming Plan process, and approval shall not be unreasonably withheld or delayed. To the extent that the Parties have already implemented network Interconnection in a LATA at a point that is not geographically relevant (as that term is described above) or another MCIIm-IP, then upon Verizon's request for a geographically relevant MCIIm-IP at such End Office Collocation, the Parties shall negotiate a mutually-acceptable transition process and schedule to implement the requested geographically-relevant IPs. If MCIIm should fail to establish an IP at an End Office Collocation site pursuant to Verizon's request, or if the Parties have been unable to agree upon a schedule for completing a transition from existing arrangements to geographically-relevant MCIIm-IPs or to an End Office Collocation site MCIIm-IP within sixty (60) days following Verizon's request, MCIIm shall bill and Verizon shall pay the applicable Local Call Termination End Office rate for the relevant NPA-NXX, as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the MCIIm-IP.</p> <p data-bbox="342 1250 1906 1310">7.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("Verizon-IPs") shall be as follows:</p> <p data-bbox="342 1314 1879 1374">7.1.2.1 For Reciprocal Compensation Traffic delivered by MCIIm to the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Tandem switch.</p>

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	<p>7.1.2.2 For Reciprocal Compensation Traffic delivered by MCI to the Verizon terminating End Office Wire Center serving the Verizon Customer, the Verizon-IP will be Verizon End Office switch.</p> <p>7.1.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NPA-NXXs served by those IPs. To the extent that any such MCI-IP is not located at a Collocation site at a Verizon Tandem (or Verizon End Office Host) or other Verizon End Office, then MCI shall permit Verizon to establish physical Interconnection at the MCI-IP, to the extent such physical Interconnection is technically feasible.</p> <p>7.1.4 Each Party is responsible for delivering its Reciprocal Compensation Traffic that is to be terminated by the other Party to the other Party's relevant IP.</p> <p>7.5 Interconnection Points.</p> <p>7.5.1 The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.</p> <p>7.5.2 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.</p> <p>7.5.3 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.</p> <p><i>FROM GLOSSARY</i></p> <p>2.49 <i>IP (Interconnection Point).</i></p> <p><i>"IP" or "Interconnection Point" means the point at which a Party who receives Reciprocal Compensation Traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic.</i></p> <p>2.71 <i>POI (Point of Interconnection).</i></p> <p><i>The physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.</i></p>
III-2	<p>11.5 MCI shall pay Verizon for Transit Service that MCI originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.</p> <p>See also <i>Verizon VA's contract proposals in support of Issue III-1.</i></p>

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III-4	<p>2.4.2 <i>On a semi-annual basis, MCIIm shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Local Interconnection Trunks that MCIIm anticipates that Verizon will need to provide during the ensuing two (2) year period.</i></p> <p>2.4.3 <i>The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Local Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Local Interconnection Trunks.</i></p> <p>2.4.8 <i>The Parties will review all Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. If the Parties agree that the forecasted growth for these trunkgroups will exceed the applicable design blocking objective, MCIIm will promptly issue an ASR to augment these trunk groups. Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of eighty percent (80%) shall be augmented by MCIIm promptly submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Local Interconnection Trunk group that fails to achieve a utilization level of sixty percent (60%), unless the Parties agree otherwise, MCIIm will promptly submit ASRs to disconnect a sufficient number of Local Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event MCIIm fails to submit an ASR for Two-Way Local Interconnection Trunks in conformance with this section, Verizon may bill MCIIm for the excess Local Interconnection facilities at the applicable rates provided for in the Pricing Attachment.</i></p> <p>2.4.9 <i>The standard on final Two-Way Local Interconnection Trunks is that no such Local Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.</i></p> <p>2.4.10 <i>Because Verizon will not be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and MCIIm's network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.</i></p> <p><u>13.1 Joint Network Implementation and Grooming Process.</u> <i>Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia.</i></p> <p>13.1.1 <i>standards to ensure that Local Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 and B.005 as appropriate.</i></p> <p>13.1.2 <i>the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;</i></p> <p>13.1.3 <i>disaster recovery provision escalations;</i></p> <p>13.1.4 <i>additional technically feasible and geographically relevant IP(s) in a LATA as provided in Section 8; and</i></p>

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	<p>13.1.5 <i>such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.</i></p>
	<p>13.3 <u>Forecasting Requirements for Trunk Provisioning.</u></p> <p><i>Within ninety (90) days of executing this Agreement, MCI shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Local Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Reciprocal Compensation Traffic/Measured Internet Traffic, Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for MCI-IPs and Verizon-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).</i></p> <p><i>13.3.1 <u>Initial Forecasts/Trunking Requirements.</u> Because Verizon's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom MCI decides to market its services, Verizon will be largely dependent on MCI to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (to Verizon) traffic. Verizon will, as an initial matter provide the same number of trunks to terminate Reciprocal Compensation Traffic to MCI as MCI provides to terminate Reciprocal Compensation Traffic to Verizon. At Verizon's discretion, when MCI expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the number of trunks MCI suggests; provided, however, that in all cases Verizon's provision of the forecasted number of trunks to MCI is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and MCI's previous forecasts have proven to be reliable and accurate.</i></p> <p><i>13.3.1.1 <u>Monitoring and Adjusting Forecasts.</u> Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at MCI's suggestion or request pursuant to the procedures identified in Section 13.3.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.</i></p> <p><i>13.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that MCI suggests or requests Verizon to establish. At the end of such ninety (90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. At any time during the relevant ninety (90) day period, MCI may request that Verizon disconnect trunks to meet a revised forecast.</i></p>
IV-1	<p>7.3.6 [Traffic Not Subject To Reciprocal Compensation] Reciprocal Compensation shall not apply to Tandem Transit Traffic.</p> <p><i>See also Verizon VA's proposed contract language in support of Issues III-1 and III-2.</i></p>
IV-8	<p>2.2.2 <i>Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks, Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks).</i></p> <p>(to be inserted in a separate Attachment to this Interconnection Agreement or in a separate agreement between the Parties, as appropriate)</p>

Issue No.	<p>Verizon's November JDPL Language</p> <p>Operator Services Trunking Arrangements</p> <p>Where MCI purchases Operator Services from Verizon, MCI will establish separate trunk groups from MCI's Switch to Verizon's operator switch ("Operator Services Trunk Groups").</p> <p>Where MCI purchases Operator Services from Verizon, Verizon operators will verify MCI End User loops that are provisioned or maintained by Verizon.</p> <p>Where MCI does not purchase Operator services from Verizon, MCI operators may request Verizon operators to provide line status verification of loops provisioned or maintained by Verizon, such requests will be transmitted via inward trunks established pursuant to Section __ [Line Status Verification and Verification With Call Interruption Section] below.</p>
	<p>Directory Assistance Trunking Arrangements</p> <p>Where MCI purchases Directory Assistance service from Verizon, the MCI will establish separate trunk groups from MCI's Switch to Verizon's Directory Assistance platform (Directory Assistance Trunk Groups).</p> <p>Where MCI purchases Verizon's Directory Assistance services or Operator Assistance services, and Verizon has automated call dialing or completion service available, Verizon shall provide such service to MCI upon request. Verizon shall provide MCI with the customer billing records necessary for MCI to bill its customers for these calls.</p> <p>Line Status Verification And Verification With Call Interruption</p> <p>Each Party shall offer Line Status Verification (LSV) and Verification and Call Interrupt (VCI) services to enable its subscribers to verify and/or interrupt calls on the lines of the other Party's subscribers. The receiving Party shall accept and respond to LSV and VCI requests from the operator bureau of the originating Party, provided that the originating Party has ordered the requisite underlying LSV/VCI service from the receiving Party.</p> <p>The receiving Party operator shall only verify the status of the line or interrupt the line to inform the called Party that there is a call waiting. The receiving Party operator will not complete the telephone call of the subscriber initiating the LSV/VCI request. The receiving Party operator will make only one LSV/VCI attempt per subscriber operator bureau telephone call, and the applicable charges will apply whether or not the called Party releases the line.</p> <p>Each Party's operator bureau shall accept LSV and VCI inquiries from the operator bureau of the other Party in order to allow the provision of LSV/VCI between the Parties' networks.</p> <p>Each Party shall route LSV/VCI traffic inquiries over separate direct trunks (and not the local/intraLATA/interLATA trunks) established between the Parties' respective operator bureaus. Each Party shall offer interconnection for LSV/VCI traffic at its Operator Services tandem office or other mutually agreed point in the LATA. Separate LSV/VCI trunks will be directed to the Operator Services tandem office designated by the receiving Party. The originating Party shall outpulse the appropriate NPA, ATC Code, and Routing Code</p>

Issue No.	<p>Verizon's November JDPL Language (operator code) to the receiving Party.</p> <p>When a LSV/VCI request for a ported number is directed to either Party's operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator.</p>
IV-11	<p>6.1.2 If the originating Party passes CPN on ninety percent (90%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 10%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.</p> <p>6.1.3 If the originating Party passes CPN on less than ninety percent (90%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.</p>
	<p>Switched</p> <p>6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Local Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determinations as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Section 7.3.2.1 below.</p> <p><i>6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.</i></p> <p><i>6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.</i></p>

General Terms And Conditions

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I-11	<p>8. Operations Support Systems (OSS)</p> <p>8.1 Definitions.</p> <p>8.1.1 <u>Verizon Operations Support Systems:</u> Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.</p> <p>8.1.2 <u>Verizon OSS Services:</u> Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of **CLEC Usage Information to **CLEC pursuant to Section 8.1.3 below; and, (b) "Verizon OSS Information", as defined in Section 8.1.4 below.</p> <p>8.1.3 <u>Verizon OSS Facilities:</u> Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to **CLEC.</p> <p>8.1.4 <u>Verizon OSS Information:</u> Any information accessed by, or disclosed or provided to, **CLEC through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a **CLEC Customer accessed by, or disclosed or provided to, **CLEC through or as a part of Verizon OSS Services; and, (b) any **CLEC Usage Information (as defined in Section 8.1.6 below) accessed by, or disclosed or provided to, **CLEC.</p> <p>8.1.5 <u>Verizon Retail Telecommunications Service:</u> Any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.</p> <p>8.1.6 <u>**CLEC Usage Information:</u> The usage information for a Verizon Retail Telecommunications Service purchased by **CLEC under this Agreement that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.</p> <p>8.1.7 <u>Customer Information:</u> CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.</p> <p>8.2 <u>Verizon OSS Services.</u></p> <p>8.2.1 Upon request by **CLEC, Verizon shall provide to **CLEC, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.</p> <p>8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of **CLEC.</p> <p>8.3 <u>**CLEC Usage Information.</u></p> <p>8.3.1 Upon request by ** CLEC, Verizon shall provide to **CLEC, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), **CLEC Usage Information.</p> <p>8.3.2. <u>**CLEC Usage Information will be available to **CLEC through the following:</u></p> <p style="padding-left: 20px;">8.3.2.1 Daily Usage File on Data Tape.</p> <p style="padding-left: 20px;">8.3.2.2 Daily Usage File through Network Data Mover (NDM).</p>

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	<p data-bbox="463 244 1902 270">8.3.2.3 Daily Usage File through Centralized Message Distribution System (CMDS) (Former Bell Atlantic service areas only).</p> <p data-bbox="463 274 1710 300">8.3.2.4 **CLEC Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.</p> <p data-bbox="463 303 1853 363">8.3.2.5 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by Verizon.</p> <p data-bbox="412 366 1838 426">8.3.3 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, **CLEC Usage Information will be provided to **CLEC shall be determined by Verizon.</p> <p data-bbox="363 429 959 455">8.4 <u>Access to and Use of Verizon OSS Facilities.</u></p> <p data-bbox="412 459 1902 518">8.4.1 Verizon OSS Facilities may be accessed and used by **CLEC only to the extent necessary for **CLEC's access to and use of Verizon OSS Services pursuant to the Agreement.</p> <p data-bbox="412 522 1917 581">8.4.2 Verizon OSS Facilities may be accessed and used by **CLEC only to provide Telecommunications Services to **CLEC Customers.</p> <p data-bbox="412 584 1923 670">8.4.3 **CLEC shall restrict access to and use of Verizon OSS Facilities to **CLEC. This Section 8 does not grant to **CLEC any right or license to grant sublicenses to other persons, or permission to other persons (except **CLEC's employees, agents and contractors, in accordance with Section 8.4.7 below), to access or use Verizon OSS Facilities.</p> <p data-bbox="412 674 1881 789">8.4.4 **CLEC shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for **CLEC's use under this Section 8.</p> <p data-bbox="412 792 1881 878">8.4.5 **CLEC shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).</p> <p data-bbox="412 882 1917 1034">8.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by **CLEC only in connection with **CLEC's use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by **CLEC as Confidential Information of Verizon pursuant to Section 10 of the Agreement; and, (d) shall be destroyed or returned by **CLEC to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.</p> <p data-bbox="412 1037 1881 1156">8.4.7 **CLEC's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for **CLEC's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by **CLEC's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.2.3 of this Attachment.</p> <p data-bbox="363 1159 761 1186">8.5 <u>Verizon OSS Information.</u></p> <p data-bbox="412 1189 1917 1248">8.5.1 Subject to the provisions of this Section 8 and Applicable Law, Verizon grants to **CLEC a non-exclusive license to use Verizon OSS Information.</p> <p data-bbox="412 1252 1838 1311">8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, **CLEC shall acquire no rights in or to any Verizon OSS Information.</p> <p data-bbox="463 1314 1902 1400">8.5.2.1 The provisions of this Section 8.5.2 shall apply to all Verizon OSS Information, except (a) **CLEC Usage Information, (b) CPNI of **CLEC, and (c) CPNI of a Verizon Customer or a **CLEC Customer, to the extent the Customer has authorized **CLEC to use the Customer Information.</p> <p data-bbox="463 1404 1838 1430">8.5.2.2 Verizon OSS Information may be accessed and used by **CLEC only to provide Telecommunications Services to</p>

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	<p>**CLEC Customers.</p> <p>8.5.2.3 **CLEC shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the Agreement.</p> <p>8.5.2.4 Except as expressly stated in this Section 8, this Agreement does not grant to **CLEC any right or license to grant sublicenses to other persons, or permission to other persons (except **CLEC's employees, agents or contractors, in accordance with Section 8.5.2.5 below, to access, use or disclose Verizon OSS Information.</p> <p>8.5.2.5 **CLEC's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for **CLEC's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by **CLEC's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.23 above.</p> <p>8.5.2.6 **CLEC's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by **CLEC to provide Telecommunications Services to **CLEC Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of the Agreement.</p> <p>8.5.2.7 All Verizon OSS Information received by **CLEC shall be destroyed or returned by **CLEC to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.</p> <p>8.5.3 Unless sooner terminated or suspended in accordance with the Agreement or this Section 8 (including, but not limited to, Section 2.2 of the Agreement and Section 8.6.1 below), **CLEC's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.</p> <p>8.5.3.1 Verizon shall have the right (but not the obligation) to audit **CLEC to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement with regard to **CLEC's access to, and use and disclosure of, Verizon OSS Information.</p> <p>8.5.3.2 Without in any way limiting any other rights Verizon may have under the Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor **CLEC's access to and use of Verizon OSS Information which is made available by Verizon to **CLEC pursuant to this Agreement, to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement, with regard to **CLEC's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor **CLEC's access to and use of Verizon OSS Information which is made available by Verizon to **CLEC through Verizon OSS Facilities.</p> <p>8.5.3.3 Information obtained by Verizon pursuant to this Section 8.5.3.3 shall be treated by Verizon as Confidential Information of **CLEC pursuant to Section 28.4 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section 1.5.5 to enforce Verizon's rights under the Agreement or Applicable Law.</p> <p>8.6 Liabilities and Remedies.</p> <p>8.6.1 Any breach by **CLEC, or **CLEC's employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 above shall be deemed a material breach of the Agreement. In addition, if **CLEC or an employee, agent or contractor of **CLEC at any time breaches a provision of Sections 1.4 or 1.5 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to **CLEC, to suspend the license to use Verizon OSS Information granted by Section 8.6.1 above and/or the provision of Verizon OSS Services, in whole or in part.</p> <p>8.6.2 CLEC agrees that Verizon would be irreparably injured by a breach of Sections 8.4 or 8.5 above by **CLEC or the employees,</p>

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	<p><i>agents or contractors of **CLEC, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.</i></p> <p>8.7 <u>Relation to Applicable Law.</u> <i>The provisions of Sections 8.4, 8.5 and 8.6 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.</i></p> <p>8.8 Cooperation. CLEC, at **CLEC's expense, shall reasonably cooperate with Verizon in using Verizon OSS Services. Such cooperation shall include, but not be limited to, the following:</p> <p>8.8.1 Upon request by Verizon, **CLEC shall by no later than the fifteenth (15th) day of each calendar month submit to Verizon reasonable, good faith estimates (by central office or other Verizon office or geographic area designated by Verizon) of the volume of each Verizon Retail Telecommunications Service for which **CLEC anticipates submitting orders in each week of the next calendar month.</p> <p>8.8.2 Upon request by Verizon, **CLEC shall by no later than the fifteenth (15th) day of each calendar month submit to Verizon reasonable, good faith estimates (by central office or other Verizon office or geographic area designated by Verizon) of the volume of each Verizon Retail Telecommunications Service for which **CLEC anticipates submitting orders in each week of the next calendar month.</p> <p>8.8.3 **CLEC shall reasonably cooperate with Verizon in submitting orders for Verizon Retail Telecommunications Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.</p> <p>8.8.4 **CLEC shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.</p> <p>8.9 <u>Verizon Access to Information Related to **CLEC Customers.</u></p> <p>8.9.1 Verizon shall have the right to access, use and disclose information related to **CLEC Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the **CLEC Customer in the manner required by Applicable Law.</p> <p>8.9.2 Upon request by Verizon, **CLEC shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to **CLEC's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to **CLEC Customers (as authorized by the applicable **CLEC Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.</p> <p>8.10 <u>Verizon Pre-OSS Services.</u></p> <p>8.10.1 As used in this Section 8, "Verizon Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a Verizon OSS Service and which Verizon offers to provide to **CLEC prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to **CLEC. The term "Verizon Pre-OSS Service" includes, but is not limited to, the activity of placing orders for Verizon Retail Telecommunications Services through a telephone facsimile communication.</p> <p>8.10.2 Subject to the requirements of Applicable Law, the Verizon Pre-OSS Services that will be offered by Verizon shall be as</p>

Issue No.	<p>Verizon's November JDPL Language</p> <p>determined by Verizon and Verizon shall have the right to change Verizon Pre-OSS Services, from time-to-time, without the consent of **CLEC.</p> <p>8.10.3 Subject to the requirements of Applicable Law, the prices for Verizon Pre-OSS Services shall be as determined by Verizon and shall be subject to change by Verizon from time-to-time.</p> <p>8.10.4 The provisions of Sections 8.4 through 8.8 above shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 8.10: (a) references in Sections 8.4 through 8.8 above to Verizon OSS Services shall be deemed to include Verizon Pre-OSS Services; and, (b) references in Sections 8.4 through 8.8 above to Verizon OSS Information shall be deemed to include information made available to **CLEC through Verizon Pre-OSS Services.</p> <p>8.10.5 *CLEC acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is* subject to change from time to time.</p> <p>8.11 Cancellations. Verizon may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the original service date. (Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) days to provision will be excluded from this provision).</p>
III-15	<p><i>Verizon proposes to use same language for WorldCom as that to which AT&T and Verizon have agreed (at Section 28.16.4 of the AT&T contract), as set forth below; such provisions will have to be renumbered when placed in the WorldCom contract:</i></p> <p><i>28.16.4 WorldCom acknowledges that services and facilities to be provided by Verizon hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit Verizon to provide to WorldCom, without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to WorldCom under this Agreement, then, as may be required by Applicable Law:</i></p> <p><i>a) Verizon agrees to notify WorldCom, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions ("Ancillary Restrictions"); and</i></p> <p><i>b) Verizon shall use its best effortss, as commercially practical, to procure rights or licenses to allow Verizon to provide to WorldCom the particular unbundled Network Element(s), on terms comparable to terms provided to Verizon, directly or on behalf of WorldCom ("Additional Rights/Licenses"). Costs associated with the procurement of Additional Rights/Licenses shall be passed through to WorldCom as permitted under Applicable Law. In the event that Verizon, after using its best efforts, is unable to procure a right or license for WorldCom, Verizon will promptly notify WorldCom of the specific facilities or equipment (including software) that it is unable to provide pursuant to the license, as well as any and all related facilities or equipment; the extent to which it asserts WorldCom's use has exceeded (or will exceed) the scope of the license; and the specific circumstances that prevented it from obtaining the revised provisions.</i></p>
IV-45	<p>§ 17 Terms and Conditions of Agreement:</p> <p>17. Fraud</p>

Issue No.	<p>Verizon's November JDPL Language</p> <p>17.1 The Parties will work cooperatively in a commercially reasonable manner to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.</p> <p>17.2 Each Party shall make available to the other fraud prevention features, including prevention, detection, or control functionality, that may be embedded within any of the Network Elements in accordance with applicable Tariffs or as otherwise mutually agreed; such functionalities including 900 NPA and international blocking offered to business Customers and aggregators.</p> <p>17.3 Except as may otherwise be required under Applicable Law, each Party Com assumes responsibility for all fraud associated with its Customers and accounts.</p>
IV-101	<p>If WorldCom insists that an arbitral order will be effective prior to its approval (or deemed approval) by the Commission, then Verizon proposes the following language:</p> <p>14. Dispute Resolution</p> <p>14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.</p> <p>14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.</p> <p><i>As an alternative, Verizon would agree to language on dispute resolution for WorldCom that is based in large part on that to which AT&T and Verizon have agreed, as set forth below; such provisions will have to be renumbered when placed in the WorldCom contract:</i></p> <p><i>28.11 Dispute Resolution</i></p> <p><i>28.11.1 Alternative to Litigation.</i></p> <p><i>Except as provided under Section 252 of the Act with respect to the approval of this Agreement and any amendments thereto by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedures as a final and binding remedy with respect to any action, dispute, controversy or claim arising out of or relating to this Agreement or its breach, except with respect to the following:</i></p> <p><i>(1) An action seeking a temporary restraining order or an injunction related to the purposes of this Agreement;</i></p> <p><i>(2) A dispute, controversy or claim relating to or arising out of a change in law or reservation of rights under the provisions of this</i></p>

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	<p>Agreement;</p> <p>(3) A suit to compel compliance with this dispute resolution process;</p> <p>(4) An action concerning the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party;</p> <p>(5) An action for fraud;</p> <p>(6) A billing dispute equal to or in excess of \$2,000,000.00;</p> <p>(7) Any rate or charge within the jurisdiction of the Commission or the FCC;</p> <p>(8) Any term or condition of the (i) Memorandum Opinion and Order, In the Applications of NYNEX Corp., Transferor, and Bell Atlantic Corp, Transferee, For Consent to Transfer Control of NYNEX Corp. and Its Subsidiaries, 12 F.C.C.R. 19985 (1997) or (ii) Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferor, Memorandum Opinion and Order, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Order);</p> <p>(9) A dispute, controversy or claim relating to or arising out of the tax provisions of this Agreement; and</p> <p>(10) Any dispute appropriately before the Commission pursuant to the abbreviated Dispute Resolution Process as established in Case No. 000026, Case No. 000035, or another proceeding before the Commission.</p> <p>Any such actions, disputes, controversies or claims may be pursued by either Party before any court, Commission or agency of competent jurisdiction. Additionally, AT&T hereby waives its rights to submit disputes in accordance with the alternative dispute resolution process implemented by Verizon pursuant to paragraph 40 and Attachment F of the Merger Order.</p> <p>28.11.2 Negotiations</p> <p>At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered, or be admitted in evidence, in the arbitration or lawsuit.</p> <p>28.11.3 Arbitration</p> <p>Except for those disputes identified in section 28.11.1(1) through 28.11.1(9), if the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute may be submitted by either Party or both Parties (with a copy provided to the other Party) to the Commission for arbitration pursuant to section 252 of the Act. The Commission shall assign the dispute to a single arbitrator selected by the Parties pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date of commencement of the arbitration, as modified by this Agreement, hereinafter referred to as the AAA Rules. The Parties may select an arbitrator outside AAA's roster of arbitrators upon mutual agreement prior to AAA's appointment of an arbitrator. Neither Party waives any rights it may otherwise have under Section 252 of the Act by agreeing to allow the Commission to assign the dispute to an arbitrator selected by the Parties. Discovery shall</p>

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	<p><i>be controlled by the arbitrator but limited to the extent set out in this section, unless otherwise prohibited by the AAA Rules. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of the other Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city or as determined by the arbitrator. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings, including Findings of Fact and Conclusions of Law. The arbitrator shall have no power to add or detract from this Agreement of the Parties and may not make any ruling or award that does not conform to the terms and conditions of this Agreement. The arbitrator may award whatever remedies at law or in equity the arbitrator deems appropriate. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The written opinion of the arbitrator shall not be enforceable in any court having jurisdiction over the subject matter until the Commission, pursuant to section 28.11.7 below, has issued an Order adopting or modifying the arbitrator's written opinion.</i></p>
<p>IV-110 This issue is settled</p>	<p><i>XX.XX Without in any way limiting either Party's obligations under Subsection [Change of Law], each Party shall comply with Applicable Law with regard to Customer selection of a primary Telephone Exchange Service provider, including, without limitation, the rules and procedures set forth in Section 64.1100 through 1190 of the FCC Rules, 47 CFR § 64.1100 through 1190, when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers (including, without limitation, by not requiring evidence of verification of a carrier change request as a precondition for processing such change).</i></p> <p><i>XX.XX In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon reasonable request, or (b) fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider.</i></p>

INTERCARRIER COMPENSATION

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1-5	<p data-bbox="374 332 1129 360">6. <i>Traffic Measurement and Billing over Interconnection Trunks</i></p> <p data-bbox="374 393 1896 447">6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety percent (90%) of calls carried over the Local Interconnection Trunks.</p> <p data-bbox="374 480 1896 574"><i>6.1.1 As used in this Section 1, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Order.</i></p> <p data-bbox="374 607 1874 723">6.1.2 If the originating Party passes CPN on ninety percent (90%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 10%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.</p> <p data-bbox="374 756 1896 877">6.1.3 If the originating Party passes CPN on less than ninety percent (90%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.</p> <p data-bbox="374 910 1917 1219"><i>6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determinations as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Section 7.3.2.1 below.</i></p> <p data-bbox="374 1252 1917 1339"><i>6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.</i></p> <p data-bbox="374 1372 1896 1422"><i>6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.</i></p>

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	<p data-bbox="368 265 1938 541">7.2 <i>Reciprocal Compensation. The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates stated in the Pricing Attachment. These rates are to be applied at the WorldCom-IP for traffic delivered by Verizon for termination by WorldCom, and at the Verizon-IP for traffic delivered by WorldCom for termination by Verizon. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer of Reciprocal Compensation Traffic delivered to the Verizon-IP by WorldCom or the WorldCom-IP by Verizon. When such Reciprocal Compensation Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.</i></p> <p data-bbox="368 574 991 606">7.3 <i>Traffic Not Subject to Reciprocal Compensation.</i></p> <p data-bbox="368 639 1885 695">7.3.1 <i>Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access.</i></p> <p data-bbox="368 728 1225 759">7.3.2 <i>Reciprocal Compensation shall not apply to Measured Internet Traffic.</i></p> <p data-bbox="368 792 1927 943">7.3.2.1 <i>The determination of whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).</i></p> <p data-bbox="368 976 1927 1032">7.3.3 <i>Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.</i></p> <p data-bbox="368 1065 1449 1096">7.3.4 <i>Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.</i></p> <p data-bbox="368 1129 1874 1186">7.3.5 <i>Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.</i></p> <p data-bbox="368 1219 1204 1250">7.3.6 <i>Reciprocal Compensation shall not apply to Tandem Transit Traffic.</i></p> <p data-bbox="368 1283 1864 1339">7.3.7 <i>Reciprocal Compensation shall not apply to Voice Information Services Traffic (as defined in Section 5 of the Additional Services Attachment).</i></p> <p data-bbox="368 1372 1927 1428">7.3.8 <i>The Reciprocal Compensation charges (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by WorldCom to Verizon shall not exceed the Reciprocal Compensation charges (including, but not limited to, Reciprocal Compensation per minute</i></p>

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	<p data-bbox="374 244 889 269"><i>of use charges) billed by Verizon to WorldCom.</i></p> <p data-bbox="374 307 719 332">7.4 <i>Other Types of Traffic.</i></p> <p data-bbox="374 370 1947 518">7.4.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Measured Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Measured Internet Traffic that is in excess of the intercarrier compensation for Measured Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.</p> <p data-bbox="374 556 1947 612">7.4.2 <i>Subject to Section 7.4 above, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.</i></p> <p data-bbox="374 650 1947 731">7.4.3 <i>For any traffic originating with a third party carrier and delivered by WorldCom to Verizon, WorldCom shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by WorldCom.</i></p> <p data-bbox="374 769 1947 826">7.4.4 <i>Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.</i></p> <p data-bbox="374 863 1947 944">7.6 <i>"Extended Local Calling Scope Arrangement". An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional.</i></p> <p data-bbox="374 982 1947 1040">7.7 <i>"Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area.</i></p> <p data-bbox="374 1078 1947 1159">7.8 <i>"FCC Internet Order". Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001).</i></p> <p data-bbox="374 1197 1947 1222">7.9 <i>"FCC Regulations". The unstayed, effective regulations promulgated by the FCC, as amended from time to time.</i></p> <p data-bbox="374 1260 1947 1285">7.10 <i>"Internet Traffic". Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.</i></p> <p data-bbox="374 1323 1947 1404">7.11 <i>"IP (Interconnection Point)". For Reciprocal Compensation Traffic, the point at which a Party who receives Reciprocal Compensation Traffic from the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic.</i></p>

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	<p>7.12 <i>"Measured Internet Traffic". Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined in Verizon's applicable tariffs. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic.</i></p> <p>7.13 <i>"Reciprocal Compensation". The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7.2 of the Interconnection Attachment).</i></p> <p>7.14 <i>"Reciprocal Compensation Traffic". Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined in Verizon's applicable tariffs. Reciprocal Compensation Traffic does not include: (1) any Measured Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined in Verizon's applicable tariffs; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; or, (7) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment). For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.</i></p> <p>7.15 <i>"Toll Traffic". Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.</i></p> <p>7.16 <i>"Traffic Factor 1". For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ($\frac{\text{Interstate Traffic Total Minutes of Use (excluding Measured Internet Traffic Total Minutes of Use)}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \times 100$). Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU."</i></p> <p>7.17 <i>"Traffic Factor 2". For traffic exchange via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of intrastate traffic. ($\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use}} \times 100$). Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills</i></p>

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I-6	<p>Glossary 2.80: Reciprocal Compensation Traffic. Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined in Verizon's applicable tariffs. Reciprocal Compensation Traffic does not include: (1) any Measured Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined in Verizon's applicable tariffs; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; or, (7) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment). For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.</p> <p><i>Local Interconnection Attachment</i></p> <p><i>7.2: Reciprocal Compensation.</i> <i>. . . . The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.</i></p>
III-5	<p>7.1.1.2 In the case of WorldCom as the receiving Party, Verizon may request, and WorldCom will then establish, geographically-relevant IPs by establishing a WorldCom-IP at a collocation site at each Verizon Tandem in a LATA (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon) for those WorldCom NPA-NXX's serving equivalent Verizon Rate Centers which subtend the Verizon Tandem (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon); provided, however, if Collocation is not available at a particular Verizon Tandem, End Office Host or such other Verizon Wire Center chosen by Verizon, the Parties will negotiate a mutually acceptable WorldCom-IP in such case. WorldCom shall identify its IPs in writing pursuant to Section 4.2. If WorldCom fails to establish a geographically relevant IP as provided herein within a commercially reasonable timeframe, then WorldCom shall bill and Verizon shall pay only the Local Call Termination End Office rate as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the WorldCom-IP (for traffic to the relevant NPA-NXX).</p> <p>7.1.1.3 At any time that WorldCom establishes a Collocation site at a Verizon End Office, then either Party may request that such WorldCom Collocation site be established as the WorldCom-IP for traffic originated by Verizon Customers served by that End Office.</p> <p>7.1.1.4 In the case of Verizon making such request to WorldCom, WorldCom's obligation to establish an IP at an WorldCom Collocation site at a Verizon End Office shall be limited to no more than one (1) such WorldCom Collocation site within a given local</p>

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IV-35	<p>7. <i>Reciprocal Compensation Arrangements – Pursuant to Section 251(b)(5) of the Act</i></p> <p>7.1 <i>Reciprocal Compensation Traffic Interconnection Points.</i></p> <p>7.1.1 <i>Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which WorldCom will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("WorldCom-IPs") shall be as follows:</i></p> <p>7.1.1.1 Intentionally left blank.</p> <p>7.1.1.2 In the case of WorldCom as the receiving Party, Verizon may request, and WorldCom will then establish, geographically-relevant IPs by establishing a WorldCom-IP at a collocation site at each Verizon Tandem in a LATA (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon) for those WorldCom NPA-NXX's serving equivalent Verizon Rate Centers which subtend the Verizon Tandem (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon); provided, however, if Collocation is not available at a particular Verizon Tandem, End Office Host or such other Verizon Wire Center chosen by Verizon, the Parties will negotiate a mutually acceptable WorldCom-IP in such case. WorldCom shall identify its IPs in writing pursuant to Section 4.2. If WorldCom fails to establish a geographically relevant IP as provided herein within a commercially reasonable timeframe, then WorldCom shall bill and Verizon shall pay only the Local Call Termination End Office rate as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the WorldCom-IP (for traffic to the relevant NPA-NXX).</p> <p>7.1.1.3 At any time that WorldCom establishes a Collocation site at a Verizon End Office, then either Party may request that such WorldCom Collocation site be established as the WorldCom-IP for traffic originated by Verizon Customers served by that End Office.</p>

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	<p data-bbox="363 244 1921 640"><i>7.1.1.4 In the case of Verizon making such request to WorldCom, WorldCom's obligation to establish an IP at an WorldCom Collocation site at a Verizon End Office shall be limited to no more than one (1) such WorldCom Collocation site within a given local calling area or non-optional Extended Local Calling Scope Arrangement as such areas are defined in Verizon's effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission. Such request shall be negotiated pursuant to the Joint Grooming Plan process, and approval shall not be unreasonably withheld or delayed. To the extent that the Parties have already implemented network Interconnection in a LATA at a point that is not geographically relevant (as that term is described above) or another WorldCom-IP, then upon Verizon's request for a geographically relevant WorldCom-IP at such End Office Collocation, the Parties shall negotiate a mutually-acceptable transition process and schedule to implement the requested geographically-relevant IPs. If WorldCom should fail to establish an IP at an End Office Collocation site pursuant to Verizon's request, or if the Parties have been unable to agree upon a schedule for completing a transition from existing arrangements to geographically-relevant WorldCom-IPs or to an End Office Collocation site WorldCom-IP within sixty (60) days following Verizon's request, WorldCom shall bill and Verizon shall pay the applicable Local Call Termination End Office rate for the relevant NPA-NXX, as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the WorldCom-IP.</i></p> <p data-bbox="363 674 1808 731"><i>7.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("Verizon-IPs") shall be as follows:</i></p> <p data-bbox="363 764 1906 822"><i>7.1.2.1 For Reciprocal Compensation Traffic delivered by WorldCom to the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Tandem switch.</i></p> <p data-bbox="363 855 1896 913"><i>7.1.2.2 For Reciprocal Compensation Traffic delivered by WorldCom to the Verizon terminating End Office Wire Center serving the Verizon Customer, the Verizon-IP will be Verizon End Office switch.</i></p> <p data-bbox="363 946 1921 1095"><i>7.1.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NPA-NXXs or functionalities served by those IPs. To the extent that any such WorldCom-IP is not located at a Collocation site at a Verizon Tandem Wire Center or Verizon End Office Wire Center, then WorldCom shall permit Verizon to establish physical Interconnection through collocation or other operationally comparable arrangements acceptable to Verizon at the WorldCom-IP.</i></p> <p data-bbox="363 1128 1896 1186">7.1.4 Each Party is responsible for delivering its Reciprocal Compensation Traffic that is to be terminated by the other Party to the other Party's relevant IP.</p> <p data-bbox="363 1219 1921 1433">7.2 Reciprocal Compensation. The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates stated in the Pricing Attachment. These rates are to be applied at the WorldCom-IP for traffic delivered by Verizon for termination by WorldCom, and at the Verizon-IP for traffic delivered by WorldCom for termination by Verizon. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer of Reciprocal Compensation Traffic delivered to the Verizon-IP by WorldCom or the WorldCom-IP by Verizon. When such Reciprocal Compensation Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an</p>

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	<p>end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.</p> <p>7.3 <i>Traffic Not Subject to Reciprocal Compensation.</i></p> <p>7.3.1 <i>Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access.</i></p> <p>7.3.2 <i>Reciprocal Compensation shall not apply to Measured Internet Traffic.</i></p> <p>7.3.2.1 <i>The determination of whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).</i></p> <p>7.3.3 <i>Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.</i></p> <p>7.3.4 <i>Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.</i></p> <p>7.3.5 <i>Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.</i></p> <p>7.3.6 <i>Reciprocal Compensation shall not apply to Tandem Transit Traffic.</i></p> <p>7.3.7 <i>Reciprocal Compensation shall not apply to Voice Information Services Traffic (as defined in Section 5 of the Additional Services Attachment).</i></p> <p>7.3.8 <i>The Reciprocal Compensation charges (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by WorldCom to Verizon shall not exceed the Reciprocal Compensation charges (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to WorldCom.</i></p> <p>7.4 <i>Other Types of Traffic.</i></p> <p>7.4.1 <i>Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Measured Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier</i></p>

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	<p data-bbox="368 241 1938 294"><i>compensation for Measured Internet Traffic that is in excess of the intercarrier compensation for Measured Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.</i></p> <p data-bbox="368 332 1938 384">7.4.2 <i>Subject to Section 7.4 above, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.</i></p> <p data-bbox="368 422 1938 508">7.4.3 <i>For any traffic originating with a third party carrier and delivered by WorldCom to Verizon, WorldCom shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by WorldCom.</i></p> <p data-bbox="368 546 1938 599">7.4.4 <i>Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.</i></p> <p data-bbox="368 637 725 669">7.5 <i>Interconnection Points.</i></p> <p data-bbox="368 707 1938 759">7.5.1 <i>The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.</i></p> <p data-bbox="368 797 1938 883">7.5.2 <i>Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.</i></p> <p data-bbox="368 921 1938 1007">7.5.3 <i>The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.</i></p> <p data-bbox="368 1045 1938 1131">7.6 <i>"Extended Local Calling Scope Arrangement". An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional.</i></p> <p data-bbox="368 1169 1938 1222">7.7 <i>"Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area.</i></p> <p data-bbox="368 1260 1938 1346">7.8 <i>"FCC Internet Order". Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001).</i></p> <p data-bbox="368 1384 1691 1415">7.9 <i>"FCC Regulations". The unstayed, effective regulations promulgated by the FCC, as amended from time to time.</i></p>

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	<p>7.10 <i>"Internet Traffic". Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.</i></p> <p>7.11 <i>"IP (Interconnection Point)". For Reciprocal Compensation Traffic, the point at which a Party who receives Reciprocal Compensation Traffic from the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic.</i></p> <p>7.12 <i>"Measured Internet Traffic". Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined in Verizon's applicable tariffs. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic.</i></p> <p>7.13 <i>"Reciprocal Compensation". The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7.2 of the Interconnection Attachment).</i></p> <p>7.14 <i>"Reciprocal Compensation Traffic". Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined in Verizon's applicable tariffs. Reciprocal Compensation Traffic does not include: (1) any Measured Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined in Verizon's applicable tariffs; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; or, (7) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment). For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.</i></p> <p>7.15 <i>"Toll Traffic". Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.</i></p> <p>7.16 <i>"Traffic Factor 1". For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ($\frac{\text{Interstate Traffic Total Minutes of Use (excluding Measured Internet Traffic Total Minutes of Use)}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \times 100$). Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU."</i></p>

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	<p data-bbox="363 261 1930 414">7.17 "Traffic Factor 2". For traffic exchange via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of intrastate traffic. ($\{ \text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use} \} \div \text{Intrastate Traffic Total Minutes of Use} \times 100$). Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU."</p> <p data-bbox="363 447 666 474">See also: Pricing Schedule</p>

EXHIBIT C

Explanation Of Verizon VA's Edits To September JDPL That Are Subject To WorldCom's Motion To Strike

* As indicated in Exhibit B, a vast majority of the language about which WorldCom complains is language that appeared in Verizon VA's proposed contract to WorldCom or previous JDPLs. This Exhibit addresses the remaining language.

Issue No.	Contract Section	Explanation
UNEs		
III-6 (UNE Comb.) and III-7 (Serv. Conv. to UNE)	1.2	The language clarifies Verizon VA's position on "anti-gaming" in accordance with hearing testimony. <i>See</i> Tr. 75-81.
	1.5	The first sentence of § 1.5, which was a change of law provision, was deleted and included with the other change of law language.
	16.1	(i) The last sentence of § 16.1 and (ii) §§ 16.1.1, 16.1.1.1, 16.1.2 and 16.3 appear as §§ 11.12-11.12.1, <i>et seq.</i> of Verizon VA's proposed contract to AT&T. This change is intended to bring Verizon VA's proposal to WorldCom in line with its proposal to AT&T as discussed at the hearing. <i>See</i> Verizon VA Exhibit 1 at 4, Tr. 63-64, 75-79, 90-91, and 190.
	17,17.1-17.4	These sections appear as §§ 11.13.1 - 11.13.4 of Verizon VA's proposed contract with AT&T. This change is intended to bring Verizon VA's proposal to WorldCom in line with its proposal to AT&T. <i>See</i> Verizon VA Exhibit 1 at 4, Tr. 63-64, 75-79, 90-91, and 190.
III-9 (Local Switch.)	1.1 and 9.1	The reference to § 9.1 in September DPL was a mistake. Section 1.1 is included in the November DPL because it is the section most relevant to the issue. The language of § 1.1 appears in the original contract proposed to WorldCom (Exhibit C-1 to Verizon VA's Answer).
IV-18 (multi-plexing)	1.2	<i>See</i> Issue III-6 above.
IV-23 (LIDB) and	Exclusion of the 911 Attachment	The reference to the 911 Attachment was deleted because the 911 Attachment is addressed in conjunction with Issue Nos. IV-7 and IV-79.

IV-25 (CNAM)	11.1 through 11.11	As demonstrated in Exhibit B, these sections appear in the original contract proposed to WorldCom (Exhibit C-1 to Verizon VA's Answer). Nevertheless, after the filing of the November JDPL, Verizon VA filed its updated contract to WorldCom. In that updated November contract, Verizon VA replaces the §§ 11.11 through 11.1 as they appear in the November JDPL with language essentially proposed by WorldCom (<i>see</i> WorldCom's proposed §§ 13.1-13.2.1 and 13.2.3-13.5.9; and 13.6.2 and 13.6.5) to reflect an agreement in principal between Verizon VA and WorldCom. Despite using the bulk of WorldCom's proposed language (<i>see</i> §§ 11.4 and 11.5 of Verizon's November-filed contract), there remain a few outstanding differences between the parties (Verizon VA continues to reject portions of WorldCom's proposed language). The remaining substantive disputes were the subject of testimony associated with these Issues IV-23 and IV-25. The November contract Verizon VA filed should take care of most of WorldCom's concern about the November JDPL entries for these issues, and the record adequately reflects the parties' position on the remaining substantive disputes regarding LIDB and CNAM. <i>See</i> Verizon VA Ex. 8 at 13-16, 8-10; Verizon VA Ex. 24 at 3-10, 16-29; Tr. at 590-614.
Rights of Way		
III-13(h) (<i>make-ready work</i>)	8.3	In response to WorldCom's desire for detailed information as to what make ready work Verizon VA has performed the phrase "work including" has been added. <i>See</i> Tr. 2149-2151.
	8.5	The change to § 8.5 addresses WorldCom's desire to have additional contractors perform make-ready work when Verizon VA is unable to complete it in a timely manner. <i>See</i> Tr. 2151-59.
Business Process		
IV-56 (<i>NCTDE member.</i>)	2.1.4.1	The change in the DPL on this section is the rewording of the Introductory/Explanatory sentence and not Verizon VA's proposed contract language. Verizon VA's proposed re-write of the first sentence of WorldCom's proposal is unchanged, as is Verizon VA's position that this language is unnecessary.
Network Architecture		
I-1 (<i>interconnection</i>)	§§ 2.1.3.5.1, 7.1.1, 7.1.2, 7.1.1.3, 7.1.1.3.1, 7.1.2.1 , 7.1.3	Verizon VA responded to a Commission "preference" that there be one uniform proposal to all the CLECs regarding Issue I-1. In addition, Verizon VA witness D'Amico clarified that Verizon VA meant one IP per local calling area. <i>See</i> Tr. at 1312 - 1316, 1319-20.
	7.5.1 through 7.5.3	This language was provided to WorldCom in Exhibit IC-3 to Verizon VA Ex. 5 (July 31 Direct Testimony on Intercarrier Compensation Issues).

	2.5	This section, formerly § 2.13, was included in Verizon VA's Sept. JDPL for Issues IV-2, and IV-5. WorldCom complained that § 2.5 should not be included with Issue IV-5. Although Verizon VA disagrees with WorldCom, in response to its complaint, Verizon VA has inserted § 2.5 in its contract proposal for Issue I-1.
III-4 (forecasts)	13.3-13.3.1.2	Verizon VA changed "Local Traffic" to "Reciprocal Compensation Traffic." There is no substantive change in the contract language that affects the resolution of this issue.
	13.3.1.2	Verizon VA deleted its references to financial penalties per Verizon VA witness Albert's representation at the hearing. <i>See</i> Tr. at 1519.
IV-1 (transit services)	7.3.6	Section 7.3.6 was not included in the September DPL. However, this language was provided to WorldCom in Exhibit IC-3 to Verizon VA Ex. 5 (July 31 Direct Testimony on Intercarrier Compensation Issues) and is consistent with Verizon VA's pre-filed direct testimony that Verizon VA should not be required to act as WorldCom's billing and collecting agent. <i>See</i> Verizon VA Ex. 4 at 40-41.
IV-8 (OD/DA)	2.2.2	All of the new language on this issue is WorldCom-proposed language that Verizon VA has modified. Specifically, Verizon VA struck WorldCom's § 1.6.4. <i>See</i> Tr. at 1302-1318.
IV-11 (usage meas./ CPN)	6.1.1, 6.3, and 6.4	This language was provided to WorldCom in Exhibit IC-3 to Verizon VA Ex. 5 (July 31 Direct Testimony on Intercarrier Compensation Issues).
	6.1.2-6.2	Verizon VA used "Traffic Factors" in place of "Percent Local Usage" ("PLU") and "Percent Interstate Usage" ("PIU"), and changed other references such as, "Local Traffic" to "Reciprocal Compensation Traffic", and "Internet Traffic" to "Measure Internet Traffic." There is no substantive change in the contract language that affects the resolution of this issue.
General Terms and Conditions		
III-15 (intell. prop.)	26.16	Verizon VA has consistently proposed to WorldCom the language with which it has agreed with AT&T. Consistent with its testimony to do so, the minor addition to this language updates the language with which Verizon VA has agreed with AT&T, and as a result, provides a more favorable provision to WorldCom.
IV-45 (clip-on fraud)	17.1 and 17.2	These sections are included to accommodate WorldCom's concerns. <i>See</i> Tr. 1731-32.
IV-101 (binding arb.)	14	The change in the DPL on this section is the rewording of the Introductory/Explanatory sentence and not Verizon VA's proposed contract language. Verizon VA's has always offered its agreement with AT&T as an alternative. <i>See</i> Answer at p. 283.
IV-110		Issue settled.

Intercarrier Compensation		
I-5 (<i>ISP Remand Impl.</i>)	Section 6	The percentages within the sections were changed (from 95% to 90%) to make this language consistent with the proposed language associated with Issue IV-11 (network architecture). <i>See</i> Tr. 1799-1800, 1883.
	7.3.2 and 7.3.2.1	This language was provided to WorldCom in Exhibit IC-3 to Verizon VA Ex. 5 (July 31 Direct Testimony on Intercarrier Compensation Issues). The language was proposed in response to the FCC's order to restate this issue after the <i>ISP Remand Order</i> .
	7.4.1 and 7.14	The new language in § § 7.4.1 and 7.14 merely substitutes "Measured Internet Traffic" for "Internet Traffic" to create internal consistency. <i>See</i> Tr. At 1736-37.
I-6 (<i>juris. of VFX</i>)	2.80	<i>See</i> § 7.4.1-7.14 in Issue I-5 above.
IV-35 (<i>recip comp</i>)	Section 7	Throughout this proceeding Verizon VA has maintained that Issue IV-35 is addressed in Verizon VA's response to Issues I-5 and I-6. <i>See</i> Rebuttal Testimony for Non-Mediation Intercarrier Compensation Issues at 2. The language here is the same as that proposed for I-5 and I-6 and the VGRIP proposal.