

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

28.14 Technology Upgrades

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

28.15 Survival

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

28.16 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs and other documents or instruments referred to herein that are incorporated into this Agreement by this reference constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any and all prior understandings, proposals and other communications, oral or written regarding such subject matter.

Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

28.17 Counterparts

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

18.18 Modification, Amendment, Supplement, or Waiver

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

28.19 Successors and Assigns

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

28.20 Publicity and Use of Trademarks or Service Marks

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

28.21 Cooperation With Law Enforcement

Verizon may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by Verizon hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. Verizon shall not have the obligation to inform the Customers of Cox of such law enforcement requests, except to the extent required by Applicable Law. Verizon will inform Cox of such law enforcement requests, unless an appropriate governmental authority requests that notice to Cox be withheld, or such disclosure is otherwise inconsistent with Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing

lines, Verizon may take measures to prevent CLECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. Verizon will not be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by Verizon to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise, provided such actions or failure to act pertain solely to Verizon's efforts in cooperating with law enforcement. To the extent that such law enforcement requests may involve services provided by Cox, the above shall apply to Cox.

28.22 CLEC Certification

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

28.23 Section 252(i) Obligations

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

28.23.2 The obligations of this section shall not apply where:

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

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

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

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

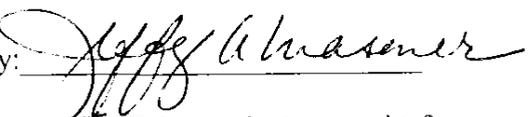
28.23.5 If Cox wishes to exercise any rights it may have under Section 252(i), Cox shall provide written notice thereof to Verizon. Upon Verizon's receipt of said notice, the Parties shall amend this Agreement so that it provides for the same rates, terms and conditions for the interconnection, service,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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 21st day of October, 2002.

Cox Virginia Telecom, Inc.

Verizon Virginia Inc

By: 

By: 

Printed: CARRINGTON HILL

Printed: JEFFREY A. MASONER

Title: VP REGULATORY AFFAIRS

Title: VP INTERCONNECTIONS

LIST OF SCHEDULES AND EXHIBITS

Schedules

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

Exhibits

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

SCHEDULE 4.1

NETWORK INTERCONNECTION SCHEDULE

INTERCONNECTION POINTS (IPs) AS OF EFFECTIVE DATE:

Verizon IP(s):	cox IP(s):
NRFLVABS52T	NRFLVAITDSO
NWNWVANDDSO	NWNWVACRDS0
NWNWVAHUDS0	
NWNWVAHVDS0	
HMPNVADCDS0	
NRFLVABS0	
NRFLVAGSCS0	
VRBHVAGNDSO	
VRBHVAILDS0	
VRBHVAIRDSO	
VRBHVAPTCGO	
VRBHVARCDSO	
NRFLVASPDSO	
NRFLVAWCDS0	
HMPNVAWDDSO	
NWNWVAYKDSO	
NWNWVAJFDSO	
HMPNVAONDSO	
CHSKVACDDSO	
PTMOVAHSDSO	
ONNCVAONDSO	
WLBBGVA WMDSO	
CHSKVADCDSO	
PTMOVAHFDSO	
CHSKVAGUDSO	

SFFLVASKDS0	
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LATA: 248 (RICHMOND, VA)

Verizon IP(s):	Cox IP(s):
PRFRVAPFDSO	PRFRVAHVA
RCMDVAGRDS0	

IMPLEMENTATION SCHEDULE FOR ADDITIONAL LATAs:

LATA: _____

Verizon IP(s):	cox IP(s):	Implementation Dates(s):

SCHEDULE 4.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Reciprocal Compensation Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Section 4 of the main body of the Agreement.

2. For the termination of Meet Point Billing Traffic from an IXC to:

(a) Cox, at the Cox-IP in LATA in which the Traffic is to terminate.

(b) Verizon, at the Verizon-IP in LATA in which the Traffic is to terminate.

3. For 911/E911 traffic originated on Cox's network, at the PSAP in areas where only Basic 911 service is available, or at the Verizon 911/E911 Tandem Office serving the area in which the Cox Customer is located, in accordance with applicable state laws and regulations and PSAP requirements

4. For BLV/BLVI traffic, at the terminating Party's operator services Tandem Office.

5. For SS7 signaling originated by:

(a) Cox, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Reciprocal Compensation or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon 905).

(b) Verizon, at mutually agreed-upon SPOIs in the LATA in which the Reciprocal Compensation or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GK-905 and Verizon-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

6. For toll free service access code (e.g., 800/888/877/866) database inquiry traffic, at any Verizon Signaling Transfer Point in the LATA in which the originating

Cox Wire Center is located, over a CCSAC link. Alternatively, Cox may elect to interconnect through a commercial SS7 hub provider.

7. For Line Information Database (“LIDB”) inquiry traffic, at any Verizon Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, Cox may elect to interconnect through a commercial SS7 hub provider.

8. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party’s network.

SCHEDULE 5.6

APPLICABLE FACTORS for Virginia

Traffic Factors may be reported at the state or L. TA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	Traffic Factor 1 (%)	Traffic Factor 2 (%)
Verizon	COX	ALL	0	98
cox	Verizon	ALL	0	99

COX BILLING CONTACT NAME: _____

COX BILLING CONTACT NUMBER: _____

COX BILLING CONTACT ADDRESS: _____

VERIZON BILLING CONTACT NAME: _____

VERIZON BILLING CONTACT NUMBER: _____

VERIZON BILLING CONTACT ADDRESS: _____

Cox ACNA to be used when ordering Interconnections Trunks: _____

Cox CIC to be used when ordering Interconnection Trunks: _____

VERIZON ACNA to be used when ordering Interconnections Trunks: _____

VERIZON CIC to be used when ordering Interconnection Trunks: _____

SCHEDULE 11.4

ACCESS TO NETWORK INTERFACE DEVICE

1. Subject to the conditions set forth in the Agreement and at Cox's request, Verizon will permit Cox to connect a Cox loop to the deregulated inside wire of a Customer's premises through the use of a Verizon NID in the manner set forth in this Schedule 11.4. Cox may access a Verizon NID either by means of a cross connect (but only if the use of such cross connect is technically feasible) from an adjoining Cox NID deployed by Cox or, if an entrance module is available in the Verizon NID, by connecting a Cox loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to the deregulated inside wire of a Customer's premises. An entrance module is available only if facilities are not connected to it. The Customer will be responsible for resolving any conflicts between service providers for access to the Customer's premises and the deregulated inside wire.

2. In no case shall Cox access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.

3. In no case shall Cox access, remove, disconnect or in any other way rearrange the deregulated inside wire of a Customer's premises from Verizon's NIDs, enclosures, or protectors where such Customer inside wire is used in the provision of ongoing telecommunication service to that Customer.

4. In no case shall Cox remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

5. In no case shall Cox remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

6. Maintenance and control of deregulated inside wire is the responsibility of the Customer. Any conflicts between service providers for access to the deregulated inside wire must be resolved by the Customer.

7. When Cox is not connecting a Cox Loop to the deregulated inside wire of a Customer's premises through the Customer's side of the Verizon NID, Cox does not need to submit a request to Verizon and Verizon shall not charge Cox for access to the Verizon NID. In such instances, Cox shall comply with the provisions of Paragraphs 2-6 of this Schedule 11.4 and shall access the deregulated inside wire in the manner set forth in Paragraph 7 of this Schedule 11.4. Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Cox may access the deregulated inside wire, acting as the agent of the Customer, by any of the following means:

(A) Where an adequate length of deregulated inside wire is present and environmental conditions permit, requesting carrier (i.e., Cox or Cox's agent, the building owner, or the Customer) may remove the deregulated inside wire from the Customer's side of the Verizon NID and connect that wire to Cox's NID;

(B) Where an adequate length of deregulated inside wire is not present or environmental conditions do not permit, Cox may enter the Customer side of the Verizon NID enclosure for the purpose of removing the deregulated inside wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the deregulated inside wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(C) Cox may request Verizon to make other rearrangements to the deregulated inside wire terminations or terminal enclosure on a time and materials basis to be charged to the requesting party (i.e. Cox, its agent, the building owner or the Customer). If Cox accesses the deregulated inside wire of the Customer's premises as described in this Paragraph 7(C), time and materials charges will be billed to the requesting party (i.e. Cox, its agent, the building owner or the Customer) at the rates set forth in Exhibit A.

SCHEDULE 11.5

UNBUNDLED SWITCHING ELEMENTS

Local Switching

The unbundled local Switching Elements include Line Side and Trunk Side facilities (e.g. line and Trunk Side Ports such as analog and ISDN Line Side Ports and DS1 Trunk Side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (which provides the same basic capabilities made available to Verizon's Customers, including connection between a loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to routing tables, 911, operator services, and directory assistance), line and line group features (including but not limited to all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing, usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks): and trunk features (including the connection between the trunk termination and a trunk card), as well as any technically feasible customized routing functions provided by the switch

Verizon shall offer, as an optional chargeable feature, daily usage tapes. Cox may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. Cox may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of Cox to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

Verizon shall not be required to unbundle local circuit switching for Cox when Cox serves end-users with four or more voice grade (DSO) equivalents or lines, and Verizon's local circuit switches are located in:

(i) The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the *Third Report and Order and Fourth Further Notice of Proposed Rulemaking* in CC Docket No. 96-98, and

(ii) In Density Zone 1, as defined in § 69.123 on January 1, 1999.

Tandem Switching

The unbundled tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches, including but not limited to call recording, the routing of calls to operator services, and signaling conversion features. Unbundled tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon Access Tandem for the purpose of routing a call or calls.

Packet Switching

Verizon warrants that it is not obligated to provide nondiscriminatory access to unbundled packet switching under Applicable Law. If Verizon becomes obligated to provide such access, Verizon will promptly notify Cox. The terms, conditions and prices for unbundled packet switching (including, but not limited to, the terms and conditions defining the unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a "Verizon UNE Tariff"). Notwithstanding the foregoing, the Parties will, upon written request, negotiate in good faith an amendment to this Agreement that includes additional terms and conditions for unbundled packet switching (including, but not limited to, the terms and conditions defining unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms and conditions for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law. In the absence of a Verizon UNE Tariff, prior to Verizon's provision of such unbundled packet switching, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the unbundled packet switching (including, but not limited to, the terms and conditions defining unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with Applicable Law.

SCHEDULE 11.7

OPERATIONS SUPPORT SYSTEMS1. VERIZON OSS SERVICES1.1 Definitions

As used in the Schedule 11.7, the following terms shall have the meanings stated below:

1.1.1 “Verizon Operations Support Systems” means Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 “Verizon OSS Services” means access to Verizon Operations Support Systems functions. The term “Verizon OSS Services” includes, but is not limited to: (a) Verizon’s provision of Cox Usage Information to Cox pursuant to Section 1.3 below; and, (b) “Verizon OSS Information”, as defined in Section 1.1.4 below. **As** used in this Schedule, Verizon OSS functions include the OSS functions used for **Cox’s** provision of Exchange Service using Verizon’s Resale and unbundled Network Elements, as well as those OSS functions needed by Cox associated with its migration of a Customer from Verizon to Cox’s facilities-based Exchange Service, including: access to customer service records, Customer loop disconnect, Customer intercept referral, directory listings and E911 AII database updates, as well as migration-related LNP activation.

1.1.3 “Verizon OSS Facilities” means any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to Cox.

1.1.4 “Verizon OSS Information” means any information accessed by, or disclosed or provided to, Cox 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 Cox Customer accessed by, or disclosed or provided to, Cox through or as a part of Verizon OSS Services; and, (b) any Cox Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, Cox

1.1.5 “Verizon Retail Telecommunications Service” means 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.

1.1.6 “Cox Usage Information” means the usage information for a Verizon Retail Telecommunications Service purchased by Cox under this Agreement that Verizon would

record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.

1.1.7 “Customer Information” means 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.

1.2 VERIZON OSS Services

1.2.1 Upon request by Cox, Verizon shall provide to Cox, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.

1.2.2 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, and in accordance with the Verizon Change Management Process then in effect, 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 Cox, provided, however, that Verizon shall provide notice of system ~~or~~ interface modification subject to section 251(c)(5) disclosure requirements. In addition, once per quarter, Verizon will provide a long term forecast covering the next six to nine months including high level estimates of when Verizon intends to release, upgrade or retires its various operational support systems. At the same time, Verizon will provide a nearer term outlook with a high level description of the items to be released in the next three to four months,

13 Cox Usage Information

1.3.1 Upon request by Cox, Verizon shall provide to Cox, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Cox Usage Information.

1.3.2 Cox Usage Information will be available to Cox through the following:

- (a) Daily Usage File on Data Tape
- (b) Daily Usage File through Network Data Mover (“NDM”).
- (c) Daily Usage File through Centralized Message Distribution System (“CMDS”).

1.3.3.1 Cox Usage Information will be provided in a Telcordia Exchange Message Records (“EMR”) format.

1.3.3.2 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.

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Cox Usage Information will be provided to Cox shall be determined by Verizon.

1.4 Summary of Verizon OSS Functions

Verizon shall provide access to the following functions via Verizon OSS, and absent Verizon OSS, via Verizon Pre-OSS:

1.4.1 Pre-Ordering

For the purpose of this Schedule, pre-ordering functions shall include Cox's ability to:

- (a) view features and services available at a valid service address (as applicable);
- (b) obtain access to Verizon Customer proprietary network information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity;
- (c) reserve a telephone number (if the Customer does not have one assigned) with the Customer on-line;
- (d) obtain service availability dates for the Customer for services not subject to standard intervals;
- (e) query the status of the work request(s), which require dispatch of a Verizon Service Technician, associated with a specified service order number and circuit ID;
- (f) obtain Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA;
- (g) verify service address;
- (h) process an inquiry to qualify facilities prior to placing an order.

In addition, the Pre-ordering functions include Loop qualification information as described in Section 11.3.8

1.4.2 Ordering and Provisioning

For the purpose of this Schedule, ordering and provisioning functions shall include Cox's ability to:

(a) submit service requests/orders using order formats as defined by the Ordering and Billing Forum (ORF) as available, or industry guidelines;

(b) receive *firm* order confirmation with purchase order number, telephone number (if applicable), service order number and due date;

(c) obtain provisioning status;

(d) obtain service order status, including order completion date

1.4.3 Maintenance

For the purpose of this Schedule, maintenance functions shall include Cox's ability to:

(a) issue trouble tickets;

(b) obtain trouble ticket status;

(c) view trouble history;

(d) close trouble tickets

1.5 Access to and Use of Verizon OSS Facilities

1.5.1 Verizon OSS Facilities may be accessed and used by Cox only to the extent necessary *for* Cox's access to and use of Verizon OSS Services pursuant to the Agreement.

1.5.2 Verizon OSS Facilities may be accessed and used by Cox only to provide Telecommunications Services to Cox Customers.

1.5.3 Cox shall restrict access to and use of Verizon OSS Facilities to Cox. This Schedule 11.7 does not grant to Cox any right or license to grant sublicenses to other persons or permission to other persons (except Cox's employees, agents and contractors, in accordance with Section 1.5.7 below), to access or use Verizon OSS Facilities.

1.5.4 Cox 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 Cox's use under this Schedule 11.7.

1.5.5 Without waiving its legal rights or remedies Cox shall comply with all practices and procedures established by Verizon and posted by Verizon on Verizon's website, www.bell-atl.com/wholesale 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)

1.5.6 **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 Cox only in connection with Cox's use of Verizon OSS Facilities permitted by this Schedule 11.7; (c) shall be treated by Cox as Confidential Information of Verizon pursuant to subsection **28.4** of the Agreement; and, (d) shall be destroyed or returned by Cox to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.

1.5.7 Cox's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Cox's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by Cox's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 28.4 thereof and Sections 1.5.6 and 1.6.3.3 of this Schedule 11.7.

1.6 Verizon OSS Information

1.6.1 Subject to the provisions of this Schedule 11.7 and Applicable Law, Verizon grants to Cox a non-exclusive license to use Verizon OSS Information.

1.6.2 **All** Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Schedule 11.7, Cox shall acquire no rights in or to any Verizon OSS Information.

1.6.3.1 The provisions of this Section 1.6.3 shall apply to all Verizon OSS Information, except (a) Cox Usage Information, (b) CPNI of Cox, and (c) CPNI of a Verizon Customer or a Cox Customer, to the extent the Customer has authorized Cox to use the Customer Information.

1.6.3.2 Verizon OSS Information may be accessed and used by Cox only to provide Telecommunications Services to Cox Customers.

1.6.3.3 Cox 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 subsection **28.4** of the Agreement.

1.6.3.4 Except as expressly stated in this Schedule 11.7, this Agreement does not grant to Cox any right or license to grant sublicenses to other persons, or permission to other persons (except Cox’s employees, agents or contractors), in accordance with Section 1.6.3.5 below, to access, use or disclose Verizon OSS Information.

1.6.3.5 Cox’s employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Cox’s access to, and use and disclosure of, Verizon OSS Information permitted by this Schedule 11.7. Any access to, or use or disclosure of, Verizon OSS Information by Cox’s employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 28.4 of the Agreement and Section 1.6.3.3 above.

1.6.3.6 Cox’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 Cox to provide Telecommunications Services to Cox Customers; (b) termination of the license in accordance with this Schedule 11.7; or (c) expiration or termination of the Agreement.

1.6.3.7 All Verizon OSS Information received by Cox shall be, destroyed or returned by Cox to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.

1.6.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 11.7 (including, but not limited to, subsection 22.3 of the Agreement and Section 1.7.1 below), Cox’s access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.

1.6.5 Cox 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.

1.7 Liabilities and Remedies

1.7.1 Any breach by Cox, or Cox’s employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition, if Cox or an employee, agent or contractor of Cox at any time breaches a provision of Sections 1.5 or 1.6 above, then, except as otherwise required by Applicable Law and in accordance with Section 22.5, Verizon shall have the right, upon notice to Cox, to suspend the license to use Verizon OSS Information granted by Section **1.6.1** above and/or the provision of Verizon OSS Services, in whole or in part.

1.7.2 Cox agrees that Verizon would be irreparably injured by a breach of Sections 1.5 or 1.6 above by Cox or the employees, agents or contractors of Cox, 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.

1.8 Relation to Applicable Law

The provisions of Sections 1.5, 1.6 and 1.7 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 VerizonCustomers provided by Applicable Law.

1.9 Cooperation

Cox, at Cox's expense, shall reasonably cooperate with Verizon in using Verizon OSS Services. Such cooperation shall include, but not be limited to, the following:

1.9.1 Upon request by Verizon, Cox shall submit to Verizon reasonable, good faith estimates of the types of transactions or use of VerizonOSS Services that *Cox* anticipates.

1.9.2 Cox shall reasonably cooperate with Verizon in submitting orders and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.

1.9.3 Cox 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.

1.9.5 Verizon will provide technical support to Cox for its use of Verizon OSS. In addition, and in accordance with Verizon's Change Management Process, Verizon will provide immediate and direct notification to Cox in the event of customer-affecting and/or end user-affecting Verizon OSS and interface troubles or modifications. The Parties will establish interface contingency plans and disaster recovery plans for the pre-ordering, ordering, provisioning and maintenance functions.

1.10 Verizon Access to Information Related to **Cox** Customers

1.10.1 Verizon shall have the right to access, use and disclose information related to **Cox** Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS

Facilities) only to the extent such access, use and/or disclosure has been authorized by the Cox Customer in the manner required by Applicable Law, in order to permit Cox Customers to transfer service to Verizon, and for such other purposes as may be required by Applicable Law. In addition, upon obtaining such authorization from Cox's customer, Verizon shall be afforded access to applicable customer proprietary network information possessed by Cox, including: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. Ordering and trouble referral functions *are* also available to Verizon in a manual mode (telephone call and/or facsimile) through Cox's Customer Service Center.

2. VERIZON PRE-OSS SERVICES

2.1 As used in this Schedule 11.7, "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 Cox prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to Cox. 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, as well as the OSS functions summarized in subsection 1.4. Where Verizon OSS functions for pre-ordering, ordering or maintenance and repair processes are available via Verizon OSS, Cox will use Verizon OSS. Where Verizon OSS functions for pre-ordering, ordering or maintenance and repair processes are not available via Verizon OSS, Cox will use Verizon Pre-OSS. If Verizon Pre-OSS functions are provided, and Verizon subsequently develops Verizon OSS access for pre-ordering, ordering or maintenance and repair to be accessed via Verizon OSS for any CLEC, Verizon shall make such capability available to Cox on a nondiscriminatory basis and Cox shall use such Verizon OSS and discontinue its use of VerizonPre-OSS.

2.2 Subject to the requirements of Applicable Law, the Verizon Pre-OSS Services that will be offered by Verizon shall be as determined by Verizon and Verizon shall have the right to change VerizonPre-OSS Services, from time-to-time, without the consent of Cox.

2.3 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.

2.4 The provisions of Sections 1.5 through 1.9 above shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 2.4: (a) references in Sections 1.5 through 1.9 above to Verizon OSS Services shall be deemed to include Verizon Pre-OSS Services; and, (b) references in Sections 1.5 through 1.9 above to Verizon OSS Information shall be deemed to include information made available to Cox through Verizon Pre-OSS Services.

3. RATES AND CHARGES

The prices for the foregoing services shall be as set forth in Verizon's Tariffs or, in the absence of an applicable Verizon Tariff price, in Exhibit A or, if not set forth in either, as may be determined by Verizon from time to time. If Verizon at any time offers another operations support service the prices for which are not stated in Verizon's Tariffs or Exhibit A, Verizon shall have the right to revise Exhibit A to add such prices.

4. TRAINING

4.1 Verizon shall provide Cox Verizon OSS user education classes. Classes shall be in train-the-trainer format to enable Cox to devise its own course work for its own employees. Classes will be held at Verizon's facilities. Charges will apply for each class. Schedules will be made available upon request and are subject to change, with class lengths varying.

4.2 In accordance with Verizon's Change Control Process, Verizon will provide to Cox, at no additional cost, supplemental Verizon OSS information, which may or may not be included in classroom training, needed by Cox as a result of Verizon OSS system or software version upgrades.

Exhibits

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

EXHIBIT A

Verizon Virginia Inc. and Cox Virginia Telcom, Inc.

DETAILED SCHEDULE OF ITEMIZED CHARGES¹

A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
I. Reciprocal Compensation Traffic Call Termination²		
Traffic Delivered at Verizon End Office	\$.000927/MOU	Not Applicable
Traffic Delivered at Verizon Tandem	\$.001590/MOU	Not Applicable
II. Unbundled Transport		
A. Dedicated Transport		

¹ Unless a citation is provided to a generally applicable Verizon Tariff, all listed rates and services are available only to Cox when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by Cox in the carriage of Toll Traffic shall be subject to Verizon's Tariffs for Exchange Access Service. Adherence to these limitations is subject to the audit provisions of this Agreement.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction.

² See note 9 regarding measurement and calculation of Reciprocal Compensation Traffic Call Termination charges. See Section 5.7.7 regarding compensation for Internet Traffic.