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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

October 29, 2003

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, SW  
Washington, DC 20554

Re: WC Docket No. 02-359

Dear Ms. Dortch:

Enclosed for filing in the above-captioned proceeding is an original and four copies of the Parties Final Proposed Contract Language. In addition, we are enclosing eight copies for the arbitrator. Thank you.

Sincerely,

*Kimberly A. Newman*  
Kimberly A. Newman  
of O'Melveny & Myers LLP

- cc: Stephen T. Perkins
- Martin W. Clift, Jr.
- Richard U. Stubbs
- Ms. Terri Natoli
- Mr. Jeremy Miller
- Mr. Brad Koerner
- Mr. Marcus Maher
- Mr. Richard Lerner
- Mr. John Adams
- Ms. Margaret Dailey
- Ms. Deena Shetler

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**PARTIES FINAL PROPOSED CONTRACT LANGUAGE**  
**OCTOBER 29, 2003**  
**CAVALIER v. VERIZON**  
**DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	VERIZON PROPOSED CONTRACT LANGUAGE
<p><b>Issue C2: Should Verizon be required to compensate Cavalier for out-of-pocket expenses incurred in response to Verizon network rearrangements (such as tandem re-homing)? (§ 9.6).</b></p>	<p><b>9.6 - Network Rearrangements.</b> If either Party rearranges its network in a manner which makes it necessary for the other Party to move existing facilities or establish new facilities in order to maintain the same level of service and interconnection as existed before the rearrangement, then the Party making the rearrangement shall compensate the other Party for the reasonable costs that the other Party incurs in accommodating the rearrangement, unless both Parties reach agreement in writing as to a different allocation of such costs.</p>	<p><b>9.6 - No proposed language.</b></p>
<p><b>Issue C3: Should meet-point billing be improved as set forth in Cavalier's Virginia arbitration petition? (§§ 1.12(b), 1.46, 1.48, 1.62(a), 1.87, 5.6.6, 5.6.6.1, 5.6.6.2, and 7.2.2)</b></p>	<p><b>1.12(b) - "Carrier Identification Code" or "CIC"</b> is a numeric code assigned by the North American Numbering Plan (NANP) Administrator for the provisioning of selected switched services. The numeric code is unique to each entity and is used to route the call to the trunk group designated by the entity to which the code was assigned.</p> <p><b>1.46 - "Jurisdiction Information Parameter" or "JIP"</b> is a numeric code included in the Initial Address Message for a call, as specified in American National Standards Institute (ANSI) standard T1.113.3 §3.23A. The procedures for the JIP are specified in ANSI T1.113 4 §2 1 10C. The Address Signal field of the JIP identifies the originating local network for the call</p> <p><b>1.48 - "Local Routing Number" or "LRN"</b> is a 10-digit number in the Service Control Point (SCP) database maintained by the Numbering Portability Administration Center (NPAC), used to identify a switch with ported numbers.</p> <p><b>1.62(a) - "Operating Company Number" or "OCN"</b> is a four-place alphanumeric code that uniquely identifies providers of local telecommunications service and is required of all service providers in their submission of utilization and forecast data.</p> <p><b>1.87 - "Tandem Transit Traffic" or "Transit Traffic"</b> means</p>	<p><b>1.12(b) - No proposed language.</b></p> <p><b>1.46 - No proposed language.</b></p> <p><b>1.48 - No proposed language.</b></p> <p><b>1.62(a) - No proposed language</b> (Cavalier renumbered Verizon's proposed 1.62(a)).</p> <p><b>1.87 - "Tandem Transit Traffic" or "Transit Traffic"</b> means Telephone Exchange Service traffic that originates on Cavalier's network (either as a facilities-based carrier or through Cavalier's purchase of unbundled Network Elements), and is transported through a Verizon Tandem to the Central Office of a CLEC, ITC, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC that subtends the relevant Verizon Tandem to which Cavalier delivers such traffic substantially unchanged. In these cases, neither the originating nor terminating Customer is a Customer of Verizon. "Transit Traffic" and "Tandem Transit Traffic" do not include or apply to traffic that is subject to an effective Meet-Point Billing Arrangement.</p> <p><b>5.6.1 - Terms and Conditions for Meet Point Billing</b> are addressed in Section 6 only.</p>

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	<p>Telephone Exchange Service traffic that originates on either Party's network or the network of another carrier (competitive local exchange carrier, independent telephone company, commercial mobile radio service (CMRS) carrier, or other local exchange carrier) and is transported through either Party's switch that performs a tandem function to either Party or another carrier that subtends the relevant switch (performing a tandem function), to which such traffic is delivered substantially unchanged "Transit Traffic" and "Tandem Transit Traffic" do not include or apply to traffic that is subject to an effective Meet-Point Billing Arrangement</p> <p><b>5.6.1</b> - Additional Terms and Conditions for Meet Point Billing are addressed in Section 6.</p> <p><b>5.6.6</b> - To facilitate accurate billing to the originating carrier, each Party shall pass sufficient information to allow proper billing, in the form of Calling Party Number ("CPN"), CIC, LRN, OCN, and/or JIP information on each call, including Transit Traffic, carried over the Interconnection Trunks. The Parties agree to use appropriate information in the form of CPN, CIC, LRN, OCN, and/or JIP information, as set forth below.</p> <p><b>5.6.6.1</b> - If one Party passes sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, on ninety-five percent (95%) or more of the calls that it sends to the other Party, then the receiving Party shall bill the originating carrier the Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic (including for the Parties, the rates specified in Exhibit A and applicable Tariffs), for which sufficient information to allow proper billing of traffic, in the form of CPN,</p>	<p><b>5.6.6</b> - Each Party shall pass Calling Party Number ("CPN") information on each call carried over the Interconnection Trunks Except as set forth in Sections 4.2.7.15(c) and 5.7.6.9 of this Agreement with respect to the determination of V/FX Traffic (as such traffic is defined in Section 4.2.7.15(c)) and billing of applicable charges in connection with such V/FX Traffic, the Parties agree to use CPN information as set forth below</p> <p><b>5.6.6.1</b> - If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic, as provided in this Agreement (including Exhibit A and applicable Tariffs), for which CPN is passed. For the remaining (up to five percent (5%) of) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic, as provided in this Agreement (including Exhibit A and applicable Tariffs), in direct proportion to the minutes of use of calls passed with CPN information.</p> <p><b>5.6.6.2</b> - If the originating Party passes CPN on less than ninety-five percent (95%) of its calls, the receiving Party shall bill the higher of its intrastate Switched Exchange Access Service rates or its interstate Switched Exchange Access Service rates for that traffic passed without CPN which exceeds five percent (5%), unless the Parties mutually agree that other rates should apply to such traffic. For any remaining (up to five percent (5%) of) calls without CPN information, the receiving Party shall bill the originating Party the</p>

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	<p>CIC, LRN, OCN, and/or JIP, is passed. For the remaining (up to five percent (5%) of) calls without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP information, the receiving Party shall bill the other carrier for such traffic at Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic (including for the Parties, the rates specified in Exhibit A and applicable Tariffs), in direct proportion to the minutes of use of calls passed with sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP.</p> <p><b>5.6.6.2</b> - If one Party passes sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, on less than ninety-five percent (95%) of its calls, the receiving Party shall bill the other Party the higher of its intrastate Switched Exchange Access Service rates or its interstate Switched Exchange Access Service rates for that traffic passed without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, which exceeds five percent (5%), unless the Parties mutually agree that other rates should apply to such traffic. For any remaining (up to five percent (5%) of) calls without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, the receiving Party shall bill the other Party 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 sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, unless the Parties agree that other rates should apply to such traffic. Notwithstanding any other provision of this Agreement, if the receiving Party is not compensated for traffic passed without sufficient information to</p>	<p>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><b>6.3.9</b> - Cavalier shall provide Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XX records), recorded at the Cavalier end office switch, on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date the usage occurred.</p> <p><b>7.2.2</b> - Transit Traffic may be routed over the Interconnection Trunks described in Sections 4 and 5. Cavalier shall deliver each Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by Verizon and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and any applicable industry guidelines with respect to any exchange of records between the Parties. For such Transit Traffic, Verizon shall also provide billing information sufficient to allow proper billing of such Transit Traffic to the extent the originating carrier provides such information to Verizon and the provision of such billing information is consistent with industry guidelines.</p>

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	<p>allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, then the other Party must cease routing such traffic from its switch(es) to the receiving Party upon ten (10) days' written notice to the other Party. If the receiving Party is not compensated for such traffic, and the other Party does not cease routing such traffic upon ten (10) days' written notice from the receiving Party, then the receiving Party may cease receiving or terminating such traffic immediately, without further notice or any liability whatsoever to the other Party</p> <p><b>6.3.9</b> - Cavalier shall provide Verizon via SS7 signaling adequate information to allow Verizon to generate billable call records from its own switch(es), no later than ten (10) business days after the date the usage occurred</p> <p><b>7.2.2</b> - Transit Traffic may be routed over the Interconnection Trunks described in Sections 4 and 5 Each Party shall deliver each Transit Traffic call to the other Party with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by the receiving Party and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties. For such Transit Traffic, each Party shall also deliver other necessary information consistent with industry guidelines; such information shall be sufficient to allow proper billing of such Transit Traffic, including but not limited to CPN, CIC, LRN, OCN, and/or JIP information.</p>	
<p><b>Issue C4: Should Cavalier be required to pay the unspecified charges of non-parties to the agreement, as determined at the sole discretion of</b></p>	<p><b>7.2.6</b> - Each party shall pay the other party for Transit Service that the paying party originates, at the rate specified in Exhibit A, plus any additional charges or costs that the terminating CLEC, ITC, CMRS carrier, or other LEC, properly imposes or levies on the compensated party for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.</p>	<p><b>7.2.6</b> - Cavalier shall pay Verizon for Transit Service that Cavalier originates at the rate specified in Exhibit A. In the event Verizon bills Cavalier for charges or costs that the terminating CLEC, ITC, CMRS carrier, or other LEC imposes or levies on Verizon for the delivery or termination of Cavalier traffic, Verizon will, upon Cavalier's request, work cooperatively with Cavalier to dispute such</p>

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<p><b>such non-parties? (§ 7.2.6)</b></p>		<p>charges or costs with the terminating CLEC, ITC, CMRS carrier or other LEC. In the event the Commission or a court or arbitrator of competent jurisdiction orders Verizon to pay (in whole or in part) charges or costs that the terminating CLEC, ITC, CMRS carrier, or other LEC imposes or levies on Verizon for the delivery or termination of Cavalier traffic, Cavalier will reimburse Verizon in full for the charges or costs that Verizon is ordered to pay. In addition, regardless of the outcome of any such dispute over charges or costs imposed or levied on Verizon for the delivery or termination of Cavalier traffic, Cavalier shall reimburse Verizon in full for the actual costs, including reasonable attorneys' fees, Verizon incurred in connection with disputing and/or defending against the charges or costs levied by the CLEC, ITC, CMRS carrier or other LEC.</p> <p><b>7.2.7</b> - If or when a third party carrier's Central Office subtends a Cavalier Central Office, then Cavalier shall make available to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to Cavalier as defined in this Section 7.2 such that Verizon may terminate calls to a Central Office of a CLEC, ITC, CMRS carrier, or other LEC that subtends a Cavalier Central Office ("Reciprocal Tandem Transit Service"). Upon Verizon's request, Cavalier shall provide such Reciprocal Tandem Transit Service arrangements under the terms and conditions no less favorable than those provided in this Section 7.2</p>
<p><b>Issue C5: Should Verizon be required to render affirmative but reasonably limited assistance to Cavalier in coordinating direct traffic exchange agreements with third parties? (§ 7.2.8)</b></p>	<p><b>7.2.8</b> - Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic. Each party shall provide affirmative but reasonably limited assistance to assist the other party in negotiating direct and reciprocal traffic exchange agreements with any carriers to which that party originates, or for whom that party terminates, traffic. Such affirmative but reasonably limited assistance shall consist of timely providing information, timely</p>	<p><b>7.2.8</b> - Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic. Upon request, Verizon shall provide to Cavalier names, addresses and phone numbers of points of contact of CLECs, ITCs, CMRS providers and/or other LECs with which Cavalier wishes to establish reciprocal Telephone Exchange Service traffic arrangements in the Commonwealth of Virginia; provided that Verizon has such information in its possession. In the event Cavalier</p>

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	<p>responding to inquiries, and (to the extent that other time and resource demands allow) participating in discussions and negotiations with third parties. Such affirmative but reasonably limited assistance shall also be limited to situations in which the party providing such assistance is materially involved in the exchange of traffic that is subject to the direct and reciprocal traffic exchange agreement that the other party is negotiating or seeking to negotiate. In no instance shall either party's assistance be required when it is manifestly and objectively clear that the other party is merely refused interconnection by a third party in a way that could be timely and effectively redressed by action of the Virginia State Corporation Commission or some other forum.</p>	<p>makes commercially reasonable efforts to initiate negotiation of a direct and reciprocal traffic exchange agreement with a CLEC, ITC, CMRS carrier or other LEC and such efforts are not successful, Verizon will, upon Cavalier's written request (including, without limitation, a statement detailing such Cavalier efforts), make commercially reasonable efforts to assist Cavalier in scheduling a conference call and/or a meeting between Cavalier and such third party carrier. Notwithstanding any provision here, in no event shall Verizon be required to participate in interconnection negotiations, mediations, arbitrations, hearings, litigation or the like involving Cavalier and a third party carrier, or to take any actions in connection therewith, except as explicitly set forth in this Section 7.2.</p>
<p><b>Issue C6: Should Verizon effect appropriate changes to its E911 traffics and procedures to accommodate the provision of some E911-related services by CLECs such as Cavalier, as set forth in Cavalier's Virginia arbitration petition? (§§ 7.3.9, 7.3.10)</b></p>	<p><b>7.3.9</b> - Verizon and Cavalier will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements. Further, within sixty (60) days from the effective date of this agreement, Verizon and Cavalier shall send a joint letter to the PSAPs, county or municipal coordinators explaining technical, operational, and compensation procedures applicable to each party regarding the 911/E911 arrangements.</p> <p><b>7.3.10</b> - Cavalier will compensate Verizon for connections to its 911/E911 pursuant to Exhibit A. However, Verizon shall not charge the PSAPs or any county or municipal coordinators for any 911/E911 functions that Cavalier performs. Until Verizon Tariff No. 211, Section 14. C. is updated to provide for adjusted charges that properly account for Cavalier's performance of any 911/E911 functions, or until other appropriate action is taken to adjust those charges, Verizon shall reduce its charges to PSAPs or county or municipal coordinators to reflect the applicable Cavalier charges for 911/E911 functions performed by Cavalier, or Verizon shall enter into some other arrangement agreed to by Cavalier and the PSAPs or county or municipal coordinators to the same effect.</p>	<p><b>7.3.9</b> - Verizon and Cavalier will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements</p> <p><b>7.3.10</b> - Cavalier will compensate Verizon for connections to its 911/E911 pursuant to Exhibit A.</p>

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<p><b>Issue C9: Should the agreement include language to address inconsistency between the results obtained by Verizon and by Cavalier from the loop prequalification database, to allow Cavalier to use Verizon's unbundled local loops to provide xDSL services consistent with applicable industry standards, to allow Cavalier the option of ordering 4-wire (as opposed to 2-wire) DS1 loops, to provide maintenance on xDSL loops within the same time interval as for DS1 loops, and to adopt appropriate pricing for loop conditioning and loops used by Cavalier to provide xDSL service? (§§ 11.2 and Exhibit A)</b></p>	<p><b>11.2.3</b> - "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code, as described in ANSI T.1601-1998 and Verizon TR 72575, as revised from time to time. In some cases, loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request.</p> <p><b>11.2.4</b> - "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps. from the Customer. In addition, ADSL-Compatible Loops will be will be available only when existing copper facilities can meet the criteria specified in the loop Spectrum Management standard, ANSI T1.417-2001.</p> <p><b>11.2.5</b> - "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair. In addition, HDSL-Compatible Loops will be will be available only when existing copper facilities can meet the criteria specified in the loop Spectrum Management standard, ANSI T1.417-2001.</p> <p><b>11.2.6</b> - "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. In addition, HDSL-Compatible Loops will be will be available only when existing copper facilities can meet the criteria specified in the loop Spectrum Management standard, ANSI T1.417-2001.</p> <p><b>11.2.7</b> - "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the loop Spectrum Management standard, ANSI T1.417-</p>	<p><b>11.2.3</b> "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code, as described in ANSI T.1601-1998 and Verizon TR 72575, as revised from time to time. In some cases, loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. Such request will be treated as request for a Digital Designed Loop pursuant to Section 11.2.12.</p> <p><b>11.2.4</b> "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps. from the Customer. In addition, ADSL-Compatible Loops will be available only where existing copper facilities can meet applicable industry standards. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time to time, must be met</p> <p><b>11.2.5</b> "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, must be met. HDSL compatible Loops will be available only where existing copper facilities can meet applicable specifications. The 2-wire HDSL-compatible loop is only available in former Bell Atlantic service areas.</p> <p><b>11.2.6</b> "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as</p>

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	<p>2001 and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of Cavalier-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.</p> <p><b>11.2.8</b> - "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the loop Spectrum Management standard, ANSI T1.417-2001 This UNE loop consists of a single 2-wire non-loaded, twisted copper pair intended to meet meet the loop Spectrum Management standard, ANSI T1.417-2001. The data rate achieved depends on the performance of the Cavalier-provided modems with the electrical characteristics associated with the loop. Verizon will not build new copper facilities</p> <p><b>11.2.8(a)</b> - "2-Wire Digital Designed Metallic Loop" provides a channel with 2-wire interfaces at each end, which is intended to be used for low-frequency digital services which do not interfere with transmission of voice traffic. Cavalier may deploy any loop technology that meets the loop Spectrum Management standard, ANSI T1.417-2001, for deployment on all loop lengths The transmit power is limited to 14.0 dBm. This loop may be ordered with load coil removal under the terms and conditions for load coil removal under Digital Designed Loops.</p> <p><b>11.2.9</b> "4-Wire DS1-compatible Loop" is a digital transmission channel suitable for the transport of 1.544 Mbps digital signals that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. This loop type is more fully described in ANSI T1.403, as revised from time to time. A DS1-</p>	<p>revised from time to time, must be met. HDSL compatible Loops will be available only where existing copper facilities can meet applicable specifications.</p> <p><b>11.2.7</b> "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the ANSI T1.417-2003 and are not compatible with 2B1Q 160 kbps ISDN transport systems The actual data rate achieved depends upon the performance of Cavalier-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications Verizon will not build new copper facilities.</p> <p><b>11.2.8</b> "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in ANSI T1.417-2003. This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in ANSI T1.417-2003. The data rate achieved depends on the performance of the Cavalier-provided modems with the electrical characteristics associated with the loop. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.</p> <p><b>11.2.8(a)</b> "2-Wire Digital Designed Metallic Loop" 18-30 Kft provides a channel with 2-wire interfaces at each end, which is intended to be used for digital services beyond 18 Kft. Cavalier may deploy any loop technology that meets the Class 1 (or Very-Low-Band Symmetric) Power Spectral Density template in the loop</p>

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	<p>compatible Loop requires the electronics necessary to provide the DS-1 transmission rate. Notwithstanding any other provision of this Agreement, Verizon will provide DS-1 Loops consistent with, but only to the extent required by any applicable order or decision of the FCC or the Commission. Upon a specific request from Cavalier, Verizon will provision 4-Wire DS1-compatible Loops as 4-wire loops and not as 2-wire loops.</p> <p><b>11.2.12 - A.</b> Cavalier shall place orders for xDSL Compatible Loops and Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.</p> <p><b>B</b> Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals. The results of this mechanized survey will be stored in a mechanized database that is made available to Cavalier on a non-discriminatory basis. Cavalier may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop. Charges for mechanized loop qualification information are set forth in Exhibit A.</p> <p><b>C.</b> For all DSL-compatible loops provided by Verizon to Cavalier, whether in a form described in section 11.2 of this Agreement or in the DSL, ADSL, or RADSL forms available through ordering forms on Verizon's graphical user interface (GUI) or otherwise, Verizon shall respond to trouble tickets or trouble reports, and to Cavalier's requests for dispatch or repair</p>	<p>Spectrum Management standard, ANSI T1.417-2001. The average normalized power in any 100 kHz band must not exceed unity and the peak PSD must not exceed that of the Spectrum Management standard template by more than 2.5 dB. The transmit power is limited to 14.0 dBm. This loop may be ordered with load coil removal under the terms and conditions for load coil removal under Digital Designed Loops.</p> <p><b>11.2.9</b> "DS-1 Loops" provides a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS-1 Loop includes the electronics necessary to provide the DS-1 transmission rate. A DS-1 Loop will be provided only where the electronics necessary to provide the DS-1 transmission rate are at the requested installation date currently available for the requested DS-1 Loop. Verizon will not install new electronics. If the electronics necessary to provide Clear Channel (B8ZS) signaling are at the requested installation date currently available for a requested DS-1 Loop, upon request by Cavalier, the DS-1 Loop will be furnished with Clear Channel (8ZS) signaling, Verizon will not install new electronics to furnish Clear Channel (B8ZS) signaling. Notwithstanding any other provision of this Agreement, Verizon will provide DS-1 Loops consistent with, but only to the extent required by any applicable order or decision of the FCC or the Commission.</p> <p><b>11.2.12 - "Digital Designed Loops"</b> are comprised of designed loops that meet specific Cavalier requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, IDSL, SDSL or BRI ISDN (Premium) Loops. "Digital Designed Loops" may include requests for:</p> <p>A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with bridged tap(s) removed, at</p>

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	<p>services, within the same time intervals that Verizon responds to trouble tickets or trouble reports, or requests for dispatch or repair services, for DS-1 circuits.</p> <p>11.2.13 If Cavalier inquires with Verizon about prequalifying or qualifying a loop to provide DSL services to a prospective customer, Verizon responds that no loop is available that can be used to provide DSL services, and Verizon or an affiliate of Verizon provides DSL service to that customer within the next sixty (60) calendar days, then within thirty (30) calendar days after written request by Cavalier and oral or written concurrence by the customer, Verizon shall offer to transfer that customer from the DSL service of Verizon or the affiliate of Verizon to the DSL service of Cavalier, at no cost to Cavalier (including but not limited to non-recurring charges of any type) and at no cost to that customer (including but not limited to early termination liability of any type), with Cavalier to pay the applicable recurring charges going forward for use of the loop to serve that customer.</p> <p>See also accompanying redlined version of Exhibit A, which is a revised version of the marked-up pricing schedule that was part of Exhibit B to Cavalier's August 1, 2003 Petition in this proceeding.</p>	<p>Cavalier's option,  B) a 2W ADSL Loop of 12k to 18k ft. with bridged tap(s) removed, at Cavalier's option;  C) a 2W ADSL Loop of less than 12k ft. with bridged tap(s) removed, at Cavalier's option;  D) a 2W HDSL Loop of less than 12k ft. with bridged tap(s) removed, at Cavalier's option;  E) a 4W HDSL Loop of less than 12k ft with bridged tap(s) removed, at Cavalier's option;  F) a 2W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;  G) a 2W SDSL Loop with bridged tap(s) removed, at Cavalier's option;  H) a 2W IDSL Loop of less than 18k ft with bridged tap(s) removed, at Cavalier's option.  Requests for repeaters for 2W and 4W HDSL Loops with lengths of 12k ft or more shall be considered pursuant to the Network Element Bona Fide Request process set forth in Exhibit B.</p> <p><b>11.2.12.1</b> - Verizon shall make Digital Designed Loops available to Cavalier at the rates as set forth in Exhibit A.</p> <p><b>11.2.12.2</b> - The following ordering procedures shall apply to the <i>Digital Designed Loops</i>:</p> <p>A. Cavalier shall place orders for xDSL Compatible Loops and Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.</p> <p>B Verizon is in the process of conducting a mechanized</p>

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		<p>survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals. The results of this mechanized survey will be stored in a mechanized database that is made available to Cavalier on a non-discriminatory basis. Cavalier may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop provided, however, Cavalier shall request manual loop qualification or an Engineering Query if the mechanized loop qualification database is not available or if Cavalier chooses not to utilize such database. Charges for mechanized loop qualification information, Engineering Query, and manual loop qualification are set forth in Exhibit A.</p> <p>C. If the Loop is not listed in the mechanized database described in section (B) above, Cavalier must request either a manual loop qualification or Engineering Query prior to or in conjunction with submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop. The rates for manual loop qualification and Engineering Query are set forth in Exhibit A. If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of Cavalier's valid and accurate request will be generally required before a FOC or a query can be issued to Cavalier with the Loop qualification results. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.</p> <p>D If the query to the mechanized loop qualification database or if the manual loop qualification indicates that a Loop does not</p>

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		<p>qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Cavalier may request an Engineering Query to obtain more information regarding the characteristics of the loop itself. Subject to the terms herein, including but not limited to Section 11.2.12.2(C) above, Verizon will respond to an Engineering Query with information from Verizon cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations or any other reason that may be revealed through loop qualification.</p> <p>E. If Cavalier submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that has not been prequalified as required in accordance with subsection 1.2.12.2(B) above, Verizon will query the service order back to Cavalier for qualification and will not accept such service order until the Loop has been so prequalified (i.e. manual, mechanized, or engineering query). If Cavalier submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that is, in fact, found not to be compatible with such services in its existing condition, Verizon will respond back to Cavalier with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).</p> <p>F. Where Cavalier has followed the manual or mechanized prequalification procedure described above resulting in the determination that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition (e.g., the results of the manual or mechanized prequalification query indicate that a Loop does not qualify due to factors such as the presence of load coils, presence of digital loop carrier, loop length (including bridged tap) or for any other reason that may be revealed through loop qualification), Cavalier, together with its order or prior to</p>

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		<p>submitting an order for service, may request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service, or if Cavalier is already aware of the conditioning required (e.g., where Cavalier has previously requested a manual loop qualification or an Engineering Query), Cavalier may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.2.12 upon receipt of Cavalier's valid, accurate and pre-qualified service order for a Digital Designed Loop.</p> <p>G. Once a Loop has been pre-qualified, Cavalier will submit a Service Order pursuant to Section 11.2.12.2(A) above if it wishes to obtain the Loop. If the Loop is determined to be compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition and if the Loop serving the serving address is usable and available to be assigned as a ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop, Verizon will initiate standard Loop provisioning and installation processes, and standard Loop provisioning intervals will apply. If the Loop is determined to be compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition, but the Loop serving the service address is unusable or unavailable to be assigned for such purpose, Verizon will search the Customer's serving terminal for a suitable spare facility. If a Loop compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL compatible Loop facility serving the same location. Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in Exhibit A. Upon Cavalier's written request, Verizon shall negotiate</p>

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		<p>in good faith with Cavalier to amend this Agreement to provide mutually agreed upon rates, terms and conditions governing Cavalier's access to unbundled Loops that Verizon is required, pursuant to Applicable Law, to provide and that may serve as alternatives to xDSL compatible Loops.</p> <p>H. Notwithstanding the foregoing, if and, to the extent that, Verizon is prohibited by Applicable Law from requiring Cavalier to utilize Verizon's Loop pre-qualification system, Verizon shall not reject Cavalier's order because Verizon's Loop pre-qualification procedure was not performed. In such case, when Cavalier opts not to use Verizon's tools to perform Loop pre-qualification, Verizon shall not be responsible for service performance of the Loop until such Loop is qualified according to then-current Verizon Loop qualification procedures. In such case, when Cavalier elects not to use Verizon's loop pre-qualification procedure, it shall not be assessed any charge for such procedures provided, however, Verizon shall not be required to process Cavalier's order if Cavalier elects not to use Verizon loop pre-qualification tools unless and until Cavalier has agreed in writing to pay Verizon's charges or costs incurred as a result of Cavalier's decision not to use Verizon loop pre-qualification tools or the Commission has issued an order identifying (and authorizing) the specific charge(s) that Cavalier must pay Verizon.</p> <p><b>11.2.12.3</b> - The Parties will make reasonable efforts to coordinate their respective roles in order to minimize Digital Design Loop provisioning problems. In general, unless and until a shorter period is required under Applicable Law, where conditioning or loop extensions are requested by Cavalier, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:</p> <p>A. Three (3) business days will be required following receipt</p>

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		<p>of Cavalier's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.</p> <p>B. Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by Cavalier. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval, unless such additional time is not permitted pursuant to Applicable Law.</p> <p>C. After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals</p> <p>11.2.12.4 - If Cavalier requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If Cavalier cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Cavalier shall compensate Verizon for an Engineering Work Order charge as set forth in Exhibit A. If Cavalier cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Cavalier shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in Exhibit A.</p> <p>See also attached Loop Rates Excerpted From Exhibit A of Verizon Proposed Agreement</p>
<p><b>Issue C10: Should the agreement be amended to add a queue provision, require dark fiber maps</b></p>	<p>11.2.15.4 - A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of Cavalier's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop(s) or Dark Fiber</p>	<p>11.2.15.4 - A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of Cavalier's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop(s) or Dark Fiber IOF</p>

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<p><b>showing central office connectivity, require added detail for responses to dark fiber inquiries, and require good-faith negotiation in the event of disputes over the availability of dark fiber? (§ 11.2.15)</b></p>	<p>IOF may be available between the locations and in the quantities specified Verizon will respond within fifteen (15) Business Days from receipt of the Cavalier's Dark Fiber Inquiry Form, indicating whether Dark Fiber Loop(s) or Dark Fiber IOF may be available (if so available, an "Acknowledgement") based on the records search except that for ten (10) or more requests per LATA or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loop(s) or Dark Fiber IOF. Where a direct Dark Fiber IOF route is not available, Verizon will provide, where available, Dark Fiber IOF via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in Exhibit A. Any limitations on the number of intermediate Verizon Central Offices will be discussed with Cavalier. If access to Dark Fiber IOF is not available, Verizon will notify Cavalier, within fifteen (15) Business Days, that no spare Dark Fiber IOF is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in Exhibit A. In responding to Dark Fiber Inquiries from Cavalier, Verizon will identify whether fiber is: (i) installed and available, (ii) installed but not available, or (iii) not installed. Where fiber is not available, Verizon shall describe in reasonable detail the reason why fiber is not available, including, but not limited to, specifying whether fiber is present but needs to be spliced, whether no fiber at all is present between the two points specified by Cavalier, whether further work other than splicing needs to be performed, and the nature of any such further work other than splicing. If Verizon responds that fiber is installed, whether or not</p>	<p>may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the Cavalier's Dark Fiber Inquiry Form, indicating whether Dark Fiber Loop(s) or Dark Fiber IOF may be available (if so available, an "Acknowledgement") based on the records search except that for ten (10) or more requests per LATA or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loop(s) or Dark Fiber IOF. Where a direct Dark Fiber IOF route is not available, Verizon will provide, where available, Dark Fiber IOF via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in Exhibit A. Any limitations on the number of intermediate Verizon Central Offices will be discussed with Cavalier. If access to Dark Fiber IOF is not available, Verizon will notify Cavalier, within fifteen (15) Business Days, that no spare Dark Fiber IOF is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in Exhibit A.</p> <p><b>11.2.15.4.1 - Cavalier shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in Exhibit A, pending receipt of an order for the Dark Fiber.</b></p> <p><b>11.2.15.5 - Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to Cavalier the following information:</b></p> <p style="padding-left: 40px;">(1) A fiber layout map that shows the streets within a wire center where there are existing</p>

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	<p>it is available, then Verizon shall also provide information specifying the locations of all pedestals, vaults, other intermediate points of connection, and also specifying which portions have available fiber and which portions do not. Use of information provided by Verizon pursuant to this provision shall be limited to Cavalier's engineering and operations personnel. Cavalier's marketing personnel shall not be permitted access to, or use of, this information. This provision is intended to reduce uncertainty about whether or not dark fiber is "terminated" or not.</p> <p><b>11.2.15.4.1</b> - Cavalier shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in Exhibit A, pending receipt of an order for the Dark Fiber. If Cavalier submits a Dark Fiber Inquiry to Verizon concerning the availability of one or more pairs of dark fiber on a route where fiber exists, but pairs of dark fiber are not presently available, then upon written request by Cavalier, Verizon shall place Cavalier's inquiry in queue for a period of two (2) years and will provide Cavalier with written notice within thirty (30) days if any pairs of dark fiber become available along that route. Upon written request by Cavalier, Verizon shall extend the time for holding a request in queue by an additional two (2) years.</p> <p><b>11.2.15.5</b> - Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to Cavalier the following information: (i) Within 10 (ten) business days after written request by Cavalier, for each specified area that is a subset of a local access and transport area (LATA) in which Verizon and Cavalier are both certified to provide service, Verizon shall provide Cavalier with a map that: (i) shows the location of each Verizon central office (including tandems, end offices, and remotes), and (ii) indicates in a straight-line, dot-to-dot format, all existing routes for dark fiber connecting any central office with any other central office, with the inclusion of connectivity</p>	<p>Verizon fiber cable sheaths. Verizon shall provide such maps to Cavalier subject to the confidentiality provisions of this Agreement and the agreement of Cavalier, in writing, to use them for preliminary design purposes only. Cavalier acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. Verizon shall provide fiber layout maps to Cavalier subject to a negotiated interval.</p> <p>(ii) A field survey that shows the availability of dark fiber pairs between two or more Verizon central offices, a Verizon central office and a Cavalier central office or a Verizon end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs. If a field survey shows that a Dark Fiber Loop or Dark Fiber IOF is available, Cavalier may reserve the Dark Fiber Loop or Dark Fiber IOF, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If Cavalier submits an order for access to such Dark Fiber Loop or Dark Fiber IOF after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Loop or Dark Fiber IOF will be available when Verizon receives such order, and Cavalier assumes all risk that the Dark Fiber Loop or Dark Fiber IOF will not be available. Verizon shall perform a field survey subject to a negotiated interval. If Cavalier submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Cavalier assumes all risk that the pair will not be compatible with Cavalier's equipment, including, but not limited to, order cancellation charges.</p>

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	<p>information as opposed to strict geographic accuracy or the specific route of the fiber. Use of information provided by Verizon pursuant to this provision shall be limited to review by Cavalier's engineering and operations personnel on Verizon's premises Cavalier's marketing personnel shall not be permitted access to, or use of, this information, and Cavalier shall not remove any such maps from Verizon's premises without Verizon's advance, written approval, which approval may be withheld at Verizon's sole discretion. This provision is intended to reflect more closely the practices of fiber vendors who provide this type of information without charge and immediately upon demand. (ii) A joint field survey, upon Cavalier's written agreement to pay the costs of a joint field survey, Verizon shall then within ten (10) business days perform a joint field survey, and Cavalier shall pay the estimated cost of Verizon's time and materials plus any additional costs incurred by Verizon that were not reasonably foreseeable at the time that Verizon provided its estimate of the survey's cost. The joint field survey shall show the availability of dark fiber pairs between two or more Verizon central offices, a Verizon central office and another central office or a Verizon end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs. Prior to performing such a field survey, upon Cavalier's written request, Verizon shall within five (5) business days provide Cavalier with a binding estimate of the cost of Verizon's time and materials to perform the joint field survey with Cavalier. If a field survey shows that a Dark Fiber Loop or Dark Fiber IOF is available, Cavalier may reserve the Dark Fiber Loop or Dark Fiber IOF, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If Cavalier submits an order for access to such Dark Fiber Loop or Dark Fiber IOF after passage of the foregoing ten (10) Business Day reservation period,</p>	

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	<p>Verizon does not guarantee or warrant the Dark Fiber Loop or Dark Fiber IOF will be available when Verizon receives such order, and Cavalier assumes all risk that the Dark Fiber Loop or Dark Fiber IOF will not be available. Verizon shall perform a field survey subject to a negotiated interval. If Cavalier submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Cavalier assumes all risk that the pair will not be compatible with Cavalier's equipment, including, but not limited to, order cancellation charges.</p> <p>The parties also agree to negotiate in good faith to devise a viable, alternative means of resolving any disputes about the availability of dark fiber, if the maps or field survey process described above leave either party with doubt or uncertainty about the availability of dark fiber.</p>	
<p><b>Issue C14: Should the agreement require a limited trial to explore IDLC loop unbundling, as proposed in Cavalier's Virginia arbitration petition? (§ 11.4)</b></p>	<p><b>11.4 - Loops Served by Integrated Digital Loop Carrier</b></p> <p><b>11.4.1</b> - Cavalier and Verizon will jointly test and develop a method of unbundled access to loops or lines served through integrated digital loop carrier (IDLC), to follow generally the process that the parties used to develop a method for the parallel provisioning of dark fiber and collocation augments.</p> <p><b>11.4.2</b> - For a central offices where Cavalier seeks access to a limited number of lines served by IDLC, the new trial method to be tested will be a "side-door," "hairpin," or "nail-up" connection, used to provide a direct digital connection from individual unbundled loops to Cavalier.</p> <p><b>11.4.3</b> - For central offices where Cavalier seeks access to a larger number of lines served by IDLC, the new trial method to be tested will be multiple switch hosting, or grooming of the integrated loops, such that discrete groups of multiplexed loops may be</p>	<p>11.4 – No proposed language.</p>

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	<p>assigned to transmission facilities, or the termination of loops to integrated network access systems. One or more of these methods will be used to provide a direct digital connection from individual unbundled loops to Cavalier</p> <p><b>11.4.4</b> - Each party will bear its own, reasonable costs incurred in developing methods of unbundled access to lines served by IDLC. Both parties will work together to avoid any inordinate burden or expense to be imposed upon either party. Within sixty (60) days after execution of this Agreement, the parties will meet and specify the initial sites where each method of unbundled access to loops or lines served by IDLC will be tested, and the technical parameters for such tests. Within 60 (sixty) days after that initial meeting, the parties will meet and test the unbundling method developed in the initial meeting.</p> <p><b>11.4.5</b> - If the test of a particular unbundling method is successful, then within 60 (sixty) days after the meeting to test that particular unbundling method, Verizon and Cavalier will meet to develop the procedures to implement the use of that particular unbundling process for IDLC loops or lines on a fully available, commercial basis under the same rates, terms, and conditions as an unbundled loop provisioned over copper. At this meeting, the parties shall discuss any technical, operational, or economic limitations that may apply to the unbundling of loops or lines served by IDLC. If the test of a particular unbundling method is not successful, then Verizon and Cavalier will meet within thirty (30) days after the unsuccessful conclusion of testing to assess whether any other technically feasible method should be tested.</p> <p><b>11.4.6</b> - If the parties agree that such other technically feasible method should be tested, then the parties will schedule another initial meeting within another sixty (60) days thereafter, and another test date within sixty (60) days thereafter. If the later-</p>	

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	<p>tested method is successful, then the parties will schedule an implementation meeting within sixty (60) days after the testing meeting. Alternatively, if the later-tested method is unsuccessful, then the parties will schedule another reassessment meeting within thirty (30) days after the testing meeting.</p>	
<p><b>Issue C16: Should a unified engineering and make-ready process apply for pole attachments? (§ 16.0)</b></p>	<p><b>16.0 - ACCESS TO RIGHTS-OF-WAY – SECTION 251(b)(4)</b></p> <p><b>16.1</b> - To the extent required by Applicable Law and where facilities are available, each Party (“Licensor”) shall provide the other Party (“Licensee”) access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party’s applicable Tariffs (including generally available license agreements).</p> <p><b>16.2</b> - Within ninety (90) days after execution of this Agreement, and notwithstanding the provisions of any generally available license agreement, or any license agreement executed between Cavalier and Verizon, Verizon and Cavalier will establish a new permitting and make-ready process for attaching to utility poles owned by Verizon and other utilities (with the term “utilities” having the same meaning as under 47 U.S.C. § 224), under which a single contractor will engineer the permit and a single contractor will perform the make-ready work required under the permit. The single contractor may or may not perform both tasks.</p> <p><b>16.2.1</b> - This new permitting process may require the agreement of other attachers to allow a single entity to perform either or both of the engineering and make-ready work on other parties’ attachments to the poles. Verizon will use its best efforts to seek</p>	<p><b>16.0 - ACCESS TO RIGHTS-OF-WAY – SECTION 251(B)(4)</b></p> <p>To the extent required by Applicable Law and where facilities are available, each Party (“Licensor”) shall provide the other Party (“Licensee”) access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U S C § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party’s applicable Tariffs (including generally available license agreements).</p>

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	<p>the concurrence of other attachers to participate in, and agree to, the new permitting process for attaching fiber-optic cable, or other facilities and equipment, to utility poles owned by Verizon and other utilities.</p> <p><b>16.2.2</b> - As part of the development of this new permitting process, Verizon will diligently review its pole attachment agreements and joint use agreements with other parties and use its best efforts to exercise any rights to implement, or achieve concurrence with, the new permitting and make-ready process. Cavalier's input and assistance will be important during the ultimate implementation phase of the new make-ready process, subject to Verizon's responsibility, as pole owner, for managing and maintaining its poles, and coordinating the overall attachment process. However, in the initial stages of the process, to maximize the chances that other parties attached to the poles will not object to the concept of a single engineering or make-ready contractor, Verizon will be primarily responsible for meeting with, and seeking the concurrence of, other parties attached to the poles, and endeavoring to implement the new permitting and make-ready process.</p> <p><b>16.2.3</b> - If the circumstances warrant, then Verizon may request indemnification from Cavalier of risks or costs incurred as a result of obtaining or requiring agreement with the new permitting and make-ready process from the other parties attached to the poles</p> <p><b>16.2.4</b> - For poles that Verizon owns and poles that other entities own, Verizon will use its best efforts to identify and contract with a single contractor to perform all engineering work and all make-ready work in both the power supply space (if any) and the communications space on the poles. However, the parties recognize that it may prove more cost-effective for separate contractors to perform the engineering work and the make-ready</p>	

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	<p>work, or for separate contractors to perform the make-ready work in the power supply space (if any) and the communications space on the poles.</p> <p><b>16.2.5</b> - Both parties recognize that obtaining or requiring the agreement of other parties attached to the poles to allow the engineering of rearrangements to those parties' facilities by another entity may be more problematic than obtaining or requiring the agreement of those parties to the performance of make-ready work by another entity. However, both Cavalier and Verizon will use their respective best efforts to resolve any such issues</p> <p><b>16.2.6</b> - As part of the new permitting and make-ready process, Verizon will use its best efforts in working with Cavalier to define the power-related and telecommunications-related aerial make-ready requirements for Cavalier's attachments to poles owned by Verizon, and to poles that are owned by other entities and hold Verizon pole attachments.</p> <p>(a) With respect to make-ready engineering work, the work performed by the single engineering contractor will include specification of the following: attachment height and side of pole (neutral side or not) of existing attachments, the changes needed in the power space to make the pole ready for Cavalier's attachment (using the requirements specified below), the changes need to each telecommunications attachment to make the pole ready for Cavalier's attachment (using the same requirements specified below), the attachment height and side of pole (neutral side or not) of existing attachments after make-ready work is complete, the same information for Cavalier's attachment (after make-ready work is complete), the use of extension arms, the required guys and anchors, the required bonding, the required tree trimming, a description of all existing violations of applicable safety and</p>	

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	<p>engineering requirements, and changes that are needed to correct existing safety or engineering requirements even if Cavalier were not to attach to the pole.</p> <p>(b) With respect to make-ready construction, the work performed by the single construction contractor will include the following: all power-related make-ready construction, all telecommunications-related make-ready construction, and conformance to a completion schedule for each segment of network. The single construction contractor will also provide a cost estimate, and may perform, the following. any incremental underground construction required or requested, and the installation of Cavalier's strand and fiber (aerial and underground).</p> <p><b>16.2.7</b> - For the new permitting and make-ready process, the design requirements are as follows: comply with all applicable National Electrical Safety Code (NESC) requirements, comply with all applicable National Electric Code (NEC) requirements, comply with all applicable BellCore "Blue Book" specifications, comply with all applicable industry safety practices and regulations, comply with all proper and applicable Verizon operational guidelines, comply with all proper and applicable operational guidelines of any other pole owner, comply with all proper and applicable operational guidelines of any other party attached to the poles (where not in conflict with other requirements), and avoid underground construction (with route changes considered by Cavalier upon request).</p> <p><b>16.2.8</b> - Verizon will use its best efforts to work with Cavalier to establish a common, required time frame to complete all permitting and make-ready work. If an approved third-party contractor (including a parent, subsidiary, or other affiliate of Verizon) is performing make-ready work, and the volume of work</p>	

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	to be performed reasonably permits it, then the required time frame to complete all engineering and make-ready work shall be forty-five (45) days from the submission of a permit application to Verizon, unless both parties agrees in writing to a lengthier time frame.	
<p><b><u>Issue C17:</u> Should a new process govern proper handling of customer contacts, as proposed by Cavalier with issues 11 and 12 in its Virginia arbitration petition? (§ 18.2)</b></p>	<p><b>18.2 - Customer Contact, Coordinated Repair Calls and Misdirected Inquiries</b></p> <p>18.2.1 - Each party will recognize the other party as the customer of record of all Services ordered by the other party under this Agreement. Each party shall be the single point of contact for its own Customers with regard to all services, facilities or products provided by the other party directly to that party, and other services and products which each party's Customers wish to purchase from that party or which they have purchased from that party. Communications by each party's Customers with regard to all services, facilities or products provided by the other party to that party and other services and products which each party's Customers wish to purchase from that party or which they have purchased from that party, shall be made to that party, and not to the other party. Each party shall instruct its Customers that such communications shall be directed to that party, and not to the other party</p> <p>18.2.2 - Requests by each party's Customers for information about or provision of products or services which they wish to purchase from that party, requests by that party's Customers to change, terminate, or obtain information about, assistance in using, or repair or maintenance of, products or services which they have purchased from that party, and inquiries by that party's Customers concerning that party's bills, charges for that party's products or services, and, if that party's Customers receive dial tone line service from that party, annoyance calls, shall be made by the that</p>	<p><b>18.2 - Customer Contact, Coordinated Repair Calls and Misdirected Inquiries</b></p> <p>18.2.1 - Verizon will recognize Cavalier as the customer of record of all Services ordered by Cavalier under this Agreement. Cavalier shall be the single point of contact for Cavalier Customers with regard to all services, facilities or products provided by Verizon to Cavalier and other services and products which they wish to purchase from Cavalier or which they have purchased from Cavalier. Communications by Cavalier Customers with regard to all services, facilities or products provided by Verizon to Cavalier and other services and products which they wish to purchase from Cavalier or which they have purchased from Cavalier, shall be made to Cavalier, and not to Verizon. Cavalier shall instruct Cavalier Customers that such communications shall be directed to Cavalier</p> <p>18.2.2 - Requests by Cavalier Customers for information about or provision of products or services which they wish to purchase from Cavalier, requests by Cavalier Customers to change, terminate, or obtain information about, assistance in using, or repair or maintenance of, products or services which they have purchased from Cavalier, and inquiries by Cavalier Customers concerning Cavalier's bills, charges for Cavalier's products or services, and, if the Cavalier Customers receive dial tone line service from Cavalier, annoyance calls, shall be made by the Cavalier Customers to Cavalier, and not to Verizon.</p> <p>18.2.3 - Cavalier and Verizon will employ the following procedures</p>

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	<p>party's Customers to that party, and not to the other party.</p> <p><b>18.2.3</b> - Cavalier and Verizon will employ the following procedures for handling misdirected calls.</p> <p><b>18.2.3.1</b> - Cavalier and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.</p> <p><b>18.2.3.2</b> - To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.</p> <p><b>18.2.3.3</b> - Cavalier and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.</p> <p><b>18.2.3.4</b> - If either party receives or responds to an inquiry from a Customer of the other party, or a prospective Customer of the other party, then the party receiving that inquiry shall (i) provide mutually agreed referrals to that Customer or prospective Customer, who inquires about the other party's products or services, (ii) not disparage or discriminate against the other party or its products or services, and (iii) not provide information about its own products or services during that same inquiry or Customer contact unless such information is specifically requested by the Customer.</p> <p><b>18.2.5</b> - Each party shall provide adequate training, and impose sufficiently strict codes of conduct or standards of conduct, for all</p>	<p>for handling misdirected repair calls:</p> <p><b>18.2.3.1</b> - Cavalier and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.</p> <p><b>18.2.3.2</b> - To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.</p> <p><b>18.2.3.3</b> - Cavalier and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.</p> <p><b>18.2.4</b> - In addition to section 18 2 3 addressing misdirected repair calls, the Party receiving other types of misdirected inquiries from the other Party's Customer shall not in any way disparage the other Party</p>

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	<p>of its employees and contractors to engage in appropriate professional conduct in any contact with the other party's customers. Each party shall investigate all reports from the other party of any material violations of such standards of conduct and provide a written report to the other party describing in detail. (a) the findings of such investigation, and (b) the remedial or disciplinary action taken in response to any improper conduct identified by the investigating party. For purposes of this section 18.2.5, "appropriate professional conduct" shall be deemed to be conduct that is in accordance with sections 18.2 of this Agreement, as well as all applicable industry standards. For purposes of this section 18.2, the offering of free or discounted classified (Yellow Pages) listings by Verizon or a Verizon affiliate to an existing or prospective Customer of Cavalier, in exchange for a winback of an existing Cavalier Customer or the cancellation of a prospective Cavalier Customer's order to Cavalier for service, shall be deemed not to constitute "appropriate professional conduct" and to be a violation of this section 18.2</p> <p><b>18.2.6</b> - Violation of sections 18.2.1, 18.2.4, or 18.2.5 of this Agreement shall entitle the non-offending party to immediate payment of one thousand dollars (\$1,000.00) in liquidated damages per occurrence, per subscriber. More than ten (10) violations of this provision within a single month by either party shall entitle the non-offending party to immediate payment of an additional amount of fifty thousand dollars (\$50,000.00) in liquidated damages per month, above and beyond any other amounts of liquidated damages that apply under this provision.</p>	

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	<p><b>18.2.7</b> - Upon the first occurrence of any particular type of allegedly improper conduct reported by one party to the other, and confirmation through investigation or any informal or formal complaint proceeding that any improper conduct did occur, the non-offending party shall not be entitled to liquidated damages pursuant to section 18.2.6 of this Agreement if the investigating party certifies in good faith to the non-offending party that it has:</p> <ul style="list-style-type: none"> <li>(a) promptly investigated any report of alleged wrongdoing, and</li> <li>(b) taken prompt, reasonable, and appropriate remedial or disciplinary action in response to any improper conduct identified by the investigating party.</li> </ul> <p><b>18.2.8</b> - The provisions of section 18.2 of this Agreement shall not be construed to preclude either party from seeking relief in any forum of competent jurisdiction, except that each party shall be barred from seeking relief in any forum of competent jurisdiction in response to the first occurrence of any particular type of allegedly improper conduct reported by one party to the other, if the alleged violation is confirmed through investigation and the investigating party certifies in good faith to the non-offending party that it has: (a) promptly investigated any report of alleged wrongdoing, and (b) taken prompt, reasonable, and appropriate remedial or disciplinary action in response to any improper conduct identified by the investigating party. Any relief available in any forum of competent jurisdiction shall be in addition to, and not in place of, any liquidated damages or other relief available or afforded to a non-offending party under section 18.2 of this Agreement.</p>	
<p><b>Issue C18: Should a credit apply for Verizon pre-production errors, should remedies be aligned between CLEC and</b></p>	<p><b>19.1.3</b> Cavalier shall provide Verizon with daily listing information on all new Cavalier Customers in the format required by Verizon or a mutually-agreed upon industry standard format, at no charge. The information shall</p>	<p><b>19.1.3</b> - Cavalier shall provide Verizon with daily listing information on all new Cavalier Customers in the format required by Verizon or a mutually-agreed upon industry standard format, at no charge. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be</p>