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March 12, 2004

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

RECEIVED

MAR 12 2004

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Re WC Docket No. 02-359

Dear Ms. Dortch:

In accordance with paragraph 13 of the Memorandum Opinion and Order, in WC Docket No. 02-359 adopted March 5, 2004 by the Wireline Competition Bureau, Cavalier Telephone and Verizon Virginia Inc. enclose for filing thirteen copies of the executed final interconnection agreement in the above referenced docket. In addition, we are enclosing eight copies for the arbitrator.

The parties note that this is a compliance filing and therefore they expressly reserve, and this filing does not affect, the parties' respective legal rights (including, but not limited to, appeals and/or reconsideration) as to this proceeding.

If you have any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

Karen Zacharia

- cc Stephen T. Perkins
- Martin W. Clift, Jr
- Richard U. Stubbs
- Christopher Savage
- Ms. Terri Natoli
- Mr. Jeremy Miller
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**AMENDED, EXTENDED AND RESTATED INTERCONNECTION
AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of March 12, 2004

by and between

VERIZON VIRGINIA INC.

and

CAVALIER TELEPHONE, L.L.C.

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**AMENDED, EXTENDED AND RESTATED INTERCONNECTION
AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

This Amended, Extended and Restated Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of March 12, 2004 (the "Effective Date"), by and between Verizon Virginia Inc. (f/k/a Bell Atlantic - Virginia, Inc.) ("Verizon"), a Virginia corporation with offices at 600 East Main Street, 11th Floor, Richmond, Virginia 23219, and Cavalier Telephone, L.L.C. ("Cavalier"), a Virginia limited liability company with offices at 2134 West Laburnum Avenue, Richmond, Virginia 23227 (the "Parties").

WHEREAS, the Federal Communications Commission (the "FCC") has issued rules to implement the Telecommunications Act of 1996 (as amended or modified from time to time, the "Act") (including In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996, FCC 96-325 (hereinafter, as amended, modified, stayed or reconsidered from time to time, the "Order"); and

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services, Switched Exchange Access Services, and other Telecommunications Services (all as defined below) to their respective customers

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cavalier and Verizon hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1. All capitalized terms used but not defined shall have the meanings set forth in the Act.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 *et seq.*), as from time to time amended (including, without limitation, by the Telecommunications Act of 1996), and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology on twisted pair copper Loop plant, which transmits an asymmetrical digital signal of up to 6 mbps to the Customer and up to 640 kbps from the Customer, as specified in ANSI standards T1 413-1998 and Verizon Technical Reference TR-72575.

1.3 Intentionally omitted

1.4 "Agreement" means this Interconnection Agreement including all Exhibits, Schedules, addenda, and attachments referenced herein and/or appended hereto.

1.5 “Ancillary Traffic,” means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following. BLV/BLVI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 8YY database query, LIDB, and information services requiring special billing as described in section 7.1.

1.6 “Applicable Laws” or “Law” means all effective laws, government regulations and government orders, applicable to each Party’s performance of its obligations under this Agreement

1.7 ASR (Access Service Request) means an industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

1.8 Intentionally omitted

1.9 “Automatic Number Identification” or “ANI” means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.10 “Bona Fide Request” or “BFR” means the process as described in Exhibit B that prescribes the terms and conditions relating to Cavalier’s request that Verizon provide unbundled Network Elements or Combinations that it is not otherwise required to provide under the terms of this Agreement.

1.10(a) “Business Days” means Monday through Friday, except for holidays observed by Verizon.

1.11 “Busy Line Verification” or “BLV” means an operator request for a status check on the line of a called party. The request is made by one Party’s operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.12 “Busy Line Verification Interrupt” or “BLVI” means a service that may be requested and provided when BLV has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party

1.12(a) “Call Detail Information” means the usage information for either a Verizon resold local exchange dial tone line or unbundled Local Switching port purchased by Cavalier under this Agreement that Verizon would record if Verizon was furnishing such Verizon retail local exchange dial tone line service to a Verizon end-user retail Customer

1.12(b) “Carrier Identification Code” or “CIC” 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 issued to route the call to the trunk group designated by the entity to which the code is assigned

1.13 “Calling Party Number” or “CPN” is a Common Channel Signaling (“CCS”) parameter which refers to the number transmitted through a network identifying the calling party.

1.13(a) “Central Office” means a switching system for connecting facilities (i.e., lines and/or trunks) for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes (“NXX”). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

1.14 “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to an “End Office Switch” or a “Tandem Switch.” A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.15 “CLASS (Custom Local Access Signaling Service) Features” means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back, Call Trace; Caller Identification, and future CCS-based offerings.

1.16 “Collocation” means an arrangement in which the equipment of one Party (the “Collocating Party”) is installed and maintained at the premises of the second Party (the “Housing Party”) for the purpose of Interconnection with the Housing Party or access to the unbundled Network Elements of Verizon.

1.17 “Commission” means the Virginia State Corporation Commission.

1.18 “Common Channel Signaling” or “CCS” means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. “SS7” means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (“CCITT”) and the American National Standards Institute (“ANSI”). Verizon and Cavalier currently utilize this out-of-band signaling protocol. “CCSAC” or “CCSAS” means the Common Channel Signaling access connection or service, respectively, which connects one Party’s signaling point of interconnection (“SPOI”) to the other Party’s STP for the exchange of SS7 messages.

1.19 “Competitive Local Exchange Carrier” or “CLEC” means any Local Exchange Carrier other than Verizon, operating as such in Verizon’s certificated territory in Virginia. For purposes of this Agreement, Cavalier is a CLEC.

1.19(a) “Contract Period”, as used in Section 12 and Section 22, means a stated period or minimum period of time for which Cavalier is required by this Agreement to subscribe to, use and/or pay for a Resold Service.

1.20 “Cross Connection” means a jumper cable, or similar connection provided with a Collocation arrangement at the digital signal cross connect, Main Distribution

Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party

1.21 "Customer" means a third-party residence or business end-user subscriber to Telecommunications Services provided by either of the Parties, provided, however, the term "Customer" does not include a Party.

1.22 "Days" shall mean calendar days unless otherwise designated as "business days".

1.23 Intentionally omitted.

1.24 Intentionally omitted

1.25 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy

1.26 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.27 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy

1.28 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy.

1.29 "8YY" refers to toll free service area codes and includes the existing 800, 888, 877, 866, and 855 toll free service access codes and such other future toll free service access codes as may be approved by the Industry Numbering Committee or its successor

1.29(a) "End Office Switch or End Office" means a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks

1.30 "Entrance Facility" means the facility between a Party's designated premises and the Central Office serving that designated premises.

1.30(a) "Exchange Access" shall have the meaning set forth in the Act.

1.31 "Exchange Message Interface" or "EMI" means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement, and study data. EMI format is contained in SR-320 published by the Alliance for Telecom Industry Solutions.

1.31(a) "Extended Local Calling Scope Arrangement" is an arrangement that provides a Customer a local calling scope (Extended Area Service "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements

may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area

1.32 "FCC" means the Federal Communications Commission.

1.32(a) "FCC Internet Order" means Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001).

1.33 "FCC Regulations" means the regulations duly and lawfully promulgated by the FCC, as in effect from time to time

1.34 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS-1-level signal using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octal ("3B1Q")

1.35 Intentionally omitted

1.36 "Independent Telephone Company" or "ITC" means any entity other than Verizon which, with respect to its operations within Virginia, is an Incumbent Local Exchange Carrier.

1.36(a) "Information Access" means, unless otherwise defined under Applicable Law, the provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services, including a provider of Internet access or Internet transmission services.

1.37 "Information Services Traffic" means IntraLATA Switched Voice traffic which originates on a Telephone Exchange Service line and is delivered to a service provided over a Party's information services platform (e.g., 540, 550, 976, 940, and 970) that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public. Information Service Traffic does not include any form of Internet Traffic. Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Information Service Traffic is not subject to Reciprocal Compensation charges under Section 5.7 of this Agreement.

1.38 "Inside Wire" or "Inside Wiring" means all wire, cable, terminals, hardware, and other equipment or materials on the Customer's side of the Rate Demarcation Point.

1.39 "Integrated Digital Loop Carrier" or "IDLC" means a subscriber Loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

1.40 "Integrated Services Digital Network" or "ISDN" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for digital transmission of two 64 kbps bearer channels and one 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN ("PRI-ISDN") provides for digital transmission of twenty three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23 B+D).

1.41 Intentionally omitted.

1.42 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA and in some instances intraLATA Telephone Toll Services.

1.43 "Interim Number Portability" or "INP" means the use of existing and available call routing, forwarding, and addressing capabilities (e.g. remote call forwarding) to enable a Customer to receive Telephone Exchange Service provided by any Local Exchange Carrier operating within the exchange area with which the Customer's telephone number(s) is associated, without having to change the telephone number presently assigned to the Customer and regardless of whether the Customer's chosen Local Exchange Carrier is the carrier that originally assigned the number to the Customer.

1.44 Intentionally omitted.

1.44(a) "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.45 "IntraLATA Toll Traffic" means those intraLATA calls, if any, that are not defined as Reciprocal Compensation Traffic, Measured Internet Traffic or Ancillary Traffic in this Agreement.

1.45(a) Intentionally omitted

1.45(b) "Jurisdiction" means the Commonwealth of Virginia.

1.46 Intentionally omitted

1.47 "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for basic rate ISDN service.

1.48 “Local Routing Number” or “LRN” 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

1.49 Intentionally omitted

1.50 LSR (Local Service Request) means an industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect Network Elements

1.51 Intentionally omitted.

1.51(a) “Loop” means a transmission path that extends from a Main Distribution Frame, DSX panel or functionally comparable piece of equipment in a Customer’s serving End Office to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at the Customer’s premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

1.51(b) “Loop Demarcation Point” or “Rate Demarcation Point” means the physical point in a Verizon-provided network facility at which Verizon’s responsibility for maintaining the network facility ends and the Customer’s responsibility for maintaining the remainder of the facility begins, as set forth in Verizon’s applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

1.51(c) “Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).

1.52 “Main Distribution Frame” or “MDF” means the primary point at which outside plant facilities terminate within a Wire Center for interconnection to other telecommunications facilities within the Wire Center

1.52(a) “Measured Internet Traffic” means dial-up, switched Internet Traffic originated by a Customer of one Party on that Party’s network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party’s network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined by Verizon. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic)(as defined in Section 4.2 7 15(c)(i)) does not constitute Measured Internet Traffic.

1.53 “MECAB” means the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document, published by

ATIS, contains the recommended guidelines for the billing of Exchange Access and Interconnection services provided by two or more LECs, or by one LEC in two or more states, within a single LATA

1.54 “MECOD” means the Multiple Exchange Carriers Ordering and Design (MECOD) and is a document developed by the Interconnection Service Ordering and Provisioning Committee of the Ordering and Billing Forum (“OBF), which functions under the auspices of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECOD document, published by ATIS, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs

1.55 “Meet-Point Billing” or “MPB” means an arrangement whereby two or more LECs jointly provide to a third party (e.g. an Interexchange Carrier) the transport element of a Switched Exchange Access Service to one of the LECs’ End Office Switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs, and as also outlined in the MECAB guidelines. “Meet-Point Billing Traffic” means traffic that is subject to an effective Meet-Point Billing arrangement.

1.56 “Fiber Meet” means an Interconnection architecture whereby two carriers’ transmission facilities meet at a mutually agreed-upon accessible terminal.

1.57 Intentionally omitted.

1.58 Intentionally omitted.

1.59 “Network Interface Device” or “NID” means an interface provided by a Telecommunications Carrier, including all features, functions and capabilities of such interface, and terminating such Carrier’s telecommunications network on the property where a Customer’s service is located at a point determined by such Carrier. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to the other Party’s network.

1.60 “North American Numbering Plan” or “NANP” means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number

1.61 “Numbering Plan Area” or “NPA” is also sometimes referred to as an area code. There are two general categories of NPAs, “Geographic NPAs” and “Non-Geographic NPAs.” A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code,” is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 8YY, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.62 "NXX," "NXX Code," or "End Office Code" means the three digit switch entity indicator (i.e. the first three digits of a seven digit telephone number)

1.62(a) "Operating Company Number" or "OCN" 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.

1.62(b) "Operator Services" means (a) services accessed by dialing 411, 555-1212, 1-555-1212, 0+ local, 0+ intraLATA, and, 0-; and, (b) any other automated or live operator or directory assistance service

1.62(c) "Order" means an order or application.

1.63 "POI" or "Point of Interconnection" is the physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in this Agreement, a Point of Interconnection shall be at (i) a technically feasible point on Verizon's network in a LATA and/or (ii) a Fiber Meet point to which the Parties mutually agree under the terms of this Agreement. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Wire Center or Verizon End Office Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a Cavalier Wire Center, Cavalier switch or any portion of a transport facility provided by Verizon to Cavalier or another party between (x) a Verizon Wire Center or switch and (y) the Wire Center or switch of Cavalier or another party.

1.64 Intentionally omitted

1.65 "Rate Center Area" or "Exchange Area" means the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area

1.65(a) A "Rate Center Point" is a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.66 Intentionally omitted.

1.67 "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs and Rating Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language

location identifier ("CLLI") code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

1.67(a) "ReachDSL" is a specific "flavor" of xDSL provided by Cavalier over equipment that is acquired from Paradyne and satisfies ANSI T1.417.

1.68 "Reciprocal Compensation" means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network and refers to the payment arrangements set forth in Subsection 5.7 below.

1.68(a) "Reciprocal Compensation Traffic," means traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas, as defined by Verizon (unless otherwise required by a change in Applicable Law). Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area, as defined by Verizon (unless otherwise required by a change in Applicable Law), and based on the actual originating and terminating points of the complete end-to-end communication; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic, (7) Voice Information Service Traffic; or, (8) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in this Interconnection Attachment) For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

1.69 "Retail Prices" means the prices at which Verizon retail Telecommunications Services are provided by Verizon at retail to subscribers who are not Telecommunications Carriers.

1.70 "Service" means any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered for sale by a Party under this Agreement.

1.71 "Service Control Point" or "SCP" means the node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point ("SSP") and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.72 "Signaling Transfer Point" or "STP" means a packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. Verizon's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. Verizon STPs conform to ANSI T1.111-8 standards. It provides SS7 Network Access and performs SS7 message routing and screening.

1.72(a) Intentionally omitted

1.73 "Switched Access Detail Usage Data" means a category 1101XX record as defined in the Exchange Message Interface (EMI) document prepared by the Message Processing Committee of the Ordering and Billing Forum ("OBF") which functions under the auspices of the Alliance for Telecommunications Industry Solutions ("ATIS"). The EMI document is published by ATIS.

1.74 Intentionally omitted

1.75 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 8YY access, and 900 access.

1.76 "Synchronous Optical Network" or "SONET" is the North American standard for the transmission of high capacity bandwidth over optical facilities.

1.76(a) "Tandem Switch" means a switching entity that has billing and recording capabilities and is used (i) to connect and switch trunk circuits between End Office Switches and/or (ii) to connect and switch trunk circuits between End Office Switches and carriers' Point(s) of Interconnection, and to provide Switched Exchange Access Services and/or Telephone Exchange Services. A Tandem Switch may be a local Tandem Switch and/or an access Tandem Switch.

1.77 "Tariff" means (a) any applicable Federal or state tariff of a Party, as amended from time-to-time, or (b) any standard agreement or other document, as amended from time-to-time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service. The term "Tariff" does not include any Verizon statement of generally available terms and conditions ("SGAT") which has been

approved or is pending approval by the Commission pursuant to Section 252(f) of the Act

1.78 "Telcordia Technologies" refers to Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Telcordia).

1.79 Intentionally omitted.

1.80 Intentionally omitted.

1.81 Intentionally omitted.

1.82 Intentionally omitted

1.83 Intentionally omitted

1.84 Intentionally omitted

1.85 "Termination Date Verizon Service" means: (a) any Resold Service being provided by Verizon under this Agreement at the time of termination of this Agreement, that at the time of termination of this Agreement is subject to a Contract Period which is greater than one (1) month, and, (b) any Resold Service requested by Cavalier under this Agreement in an Order accepted by Verizon prior to termination of this Agreement but not yet being provided by Verizon at the time of termination of this Agreement, that is subject to an initial Contract Period which is greater than one (1) month.

1.85(a) "Toll Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic," depending on whether the originating and terminating points are within the same LATA.

1.86 Intentionally omitted

1.87 "Tandem Transit Traffic" or "Transit Traffic" means 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.

1.87(a) "Telecommunications Services" shall have the meaning set forth in the Act

1.88 "Traffic Factor 1" is, for traffic exchanged via Traffic Exchange Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic $(\{ \text{Interstate Traffic Total Minutes of Use} \} - \{ \text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use} \} \times 100)$. Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU "

1.89 "Traffic Factor 2" is, for traffic exchanged via Traffic Exchange Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the combined total number of minutes of intrastate traffic and Measured Internet Traffic. $(\{ \{ \text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use} \} - \{ \text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use} \} \times 100)$ Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU."

1.90 Intentionally omitted.

1.91 "Voice Grade" means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56/64 kbps channel), the terms "DS-0" or "sub-DS-1" may also be used.

1.91(a) "Voice Information Service Traffic" means a service that provides [1] recorded voice announcement information or [11] a vocal discussion program open to the public, or is delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under this Agreement.

1.92 "Wire Center" means a building or portion of a building which serves as the premises for one or more Central Offices

1.93 "xDSL" is as defined and offered in this Agreement. The small "x" before the letters DSL signifies reference to DSL as a generic transmission technology, as opposed to a specific DSL "flavor."

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Attachments, Exhibits and Schedules shall be deemed to be references to Sections, Attachments, Exhibits and Schedules to this Agreement unless the context shall otherwise require or as specifically provided herein. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the

context shall otherwise require or as otherwise specifically provided herein, any reference to any agreement, other instrument (including Verizon or other third party offerings, guides or practices), statute, regulation, rule or Tariff is to such agreement, other instrument, statute, regulation, rule or Tariff, as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision)

2.2 The terms and conditions of any and all Attachments, Schedules and Exhibits hereto, as amended from time to time by mutual agreement of the Parties, are incorporated herein by reference and shall constitute part of this Agreement as if fully set forth herein. This Agreement shall be construed and/or interpreted wherever possible to avoid conflict between the provisions hereof and the Attachments, Schedules or Exhibits hereto. If any provision contained in this main body of the Agreement and any Attachment, Schedule or Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail

2.3 Each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. Subject to the terms set forth in Section 20 regarding rates and charges, to the extent any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement (including without limitation its Attachments, Exhibits and Schedules) shall prevail. In those instances where the Tariff and the Agreement address the same subject matter and there is no conflict, the more specific provisions shall prevail over the more general. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff or in such Tariff but not in this Agreement, shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

2.4 Other Definitional Provisions The terms defined in this Agreement include the plural as well as the singular. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder", and other words of similar import refer to this Agreement as a whole. The words "include" and "including" shall not be construed as terms of limitation. The word "day" or "days" shall mean calendar day(s) unless otherwise designated.

3.0 SCOPE

This Agreement sets forth the terms, conditions and prices under which Cavalier and Verizon will offer and provide to each other within each LATA in which the Parties operate in Virginia Interconnection of their respective networks and services, as applicable, related to such Interconnection, for their respective use in providing Telephone Exchange Services. Additionally, this Agreement sets forth the terms, conditions, and prices that Verizon will provide within each LATA in which it operates in Virginia access to unbundled Network Elements and Resold Services (as defined in Section 12) and ancillary services related thereto consistent with both Parties' rights and obligations to the extent required by Applicable Law

Notwithstanding any other provision of this Agreement, with respect to Verizon Virginia, the scope of this Agreement shall include only the service territory of Verizon Virginia's predecessor company prior to June 30, 2000 (i.e., Bell Atlantic – Virginia, Inc).

4.0 INTERCONNECTION PURSUANT TO SECTION 251(C)(2)

Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection on Verizon's network in a LATA and/or (ii) a Fiber Meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Telephone Exchange Service and Exchange Access. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Wire Center or Verizon End Office Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a Cavalier Wire Center, Cavalier switch or any portion of a transport facility provided by Verizon to Cavalier or another party between (x) a Verizon Wire Center or switch and (y) the Wire Center or switch of Cavalier or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Verizon's network" shall apply (and are hereby incorporated by reference) each time the term "on Verizon's network" is used in this Agreement.

4.1 Point(s) of Interconnection

4.1.1 Each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA selected by Cavalier. Notwithstanding any other language contained in this Agreement, including schedules and attachments hereto, this Section 4.1.1 shall be interpreted to permit Cavalier the sole right to select and maintain one or more technically feasible Points of Interconnection on Verizon's network, including preexisting Cavalier Points of Interconnection. In the event of a network rearrangement by Verizon, including a tandem rehomings, the Point of Interconnection shall not change unless Cavalier so requests. In the event of such a network rearrangement by Verizon, this Section 4.1.1 shall be interpreted to require Verizon to continue to provide transport from the existing Point of Interconnection and Cavalier shall pay Verizon no more than the reciprocal compensation rate that it paid before the network rearrangement occurred. Cavalier shall have the right to designate additional Points of Interconnection in its sole discretion and subject to technical feasibility. In the event of a conflict between this Section 4.1.1 and any other provision of this Agreement, this Section 4.1.1 shall govern.

4.2 Trunk Types

4.2.1 In interconnecting their networks pursuant to this Section 4, the Parties will use, as appropriate, the following separate and distinct trunk groups:

4.2.1.1 Interconnection Trunks for the transmission and routing of terminating Reciprocal Compensation Traffic, translated LEC

IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic, and, Measured Internet Traffic, all in accordance with the terms of this Agreement;

4.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Cavalier Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem, in accordance with this Agreement;

4.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic

4.2.2 Other types of trunk groups may be used by the Parties as provided in this Agreement or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks or Trunks for 500/555 traffic).

4.2.3 In accordance with the terms of this Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).

4.2.4 Cavalier shall establish, at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Verizon Tandem in a LATA with a subtending End Office(s) to which Cavalier originates calls for Verizon to terminate.

4.2.5 In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds the Centium Call Second (Hundred Call Second) busy hour equivalent of one (1) DS-1 at any time and/or 200,000 minutes of use for a single month: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing End Office *One-Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network*, or, (b) if Two-Way Interconnection Trunks are used, Cavalier shall promptly submit an ASR to Verizon to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network.

4.2.6 One-Way Interconnection Trunks.

4.2.6.1 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Cavalier to Verizon, Cavalier, at Cavalier's own expense, shall:

4.2.6.1.1 provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA, and/or

4.2.6.1.2 obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third-party, or, (b) if Verizon offers such transport pursuant to this Agreement or an applicable Verizon Tariff, from Verizon

4.2.6.2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from Cavalier to Verizon with a utilization level of less than sixty-five percent (65%), unless the Parties agree otherwise, Cavalier will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty-five percent (65%) In the event Cavalier fails to submit an ASR to disconnect One-Way Interconnection Trunks as required by this Section, Verizon may disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty-five percent (65%)

4.2.6.3 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Verizon to Cavalier, Verizon, at Verizon's own expense, shall provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA. If and to the extent that, Verizon uses Cavalier's transport facilities for the delivery of traffic from Verizon to Cavalier, Verizon's use of such transport facilities shall be governed by Section 4.2.7.15 of this Agreement

4.2.7 Two-Way Interconnection Trunks.

4.2.7.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and Cavalier, Cavalier, at its own expense, shall

4.2.7.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or

4.2.7.1.2 obtain transport to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third-party, or, (b) if Verizon offers such transport pursuant to this Agreement or an applicable Verizon Tariff, from

Verizon

4.2.7.2 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and Cavalier, Verizon, at its own expense, shall provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA. If and to the extent that, Verizon uses Cavalier's transport facilities for the delivery of traffic from Verizon to Cavalier, Verizon's use of such transport facilities shall be governed by Section 4.2.7.15 of this Agreement

4.2.7.3 Prior to requesting any Two-Way Interconnection Trunks, Cavalier shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting") At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Second (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of End Office and Tandem Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.

4.2.7.4 On a semi-annual basis, Cavalier shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Interconnection Trunks that Cavalier anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between Cavalier and Verizon. Cavalier's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.

4.2.7.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.

4.2.7.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS-1 facilities, where available.

4.2.7.7 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Second (Hundred Call Second) equal to five (5)

4.2.7.8 Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour. Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.01 during the average time consistent busy hour. Verizon

and Cavalier shall engineer Two-Way Interconnection Trunks using BOC Notes on the LEC Networks SR-TSV-002275.

4.2.7.9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

4.2.7.10 Cavalier shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. Cavalier shall order Two-Way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. Cavalier shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.

4.2.7.11 Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and Cavalier has not notified Verizon that it has corrected such blocking, Verizon may submit to Cavalier a Trunk Group Service Request directing Cavalier to remedy the blocking. Upon receipt of a Trunk Group Service Request, Cavalier will complete an ASR to establish or augment the End Office Two-Way Interconnection group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and will submit the ASR to Verizon within five (5) business days.

4.2.7.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy (70%) percent, or greater, to determine whether those groups should be augmented. Cavalier will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty-five percent (65%), unless the Parties agree otherwise, Cavalier will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty-five percent (65%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event Cavalier fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section 4.2.7.12, Verizon may disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty-five percent (65%). In the event Two-Way Interconnection Trunks are provided over Cavalier's transport facilities, the use and disconnection of those transport facilities shall be governed by Section 4.2.7 of this Agreement.

4.2.7.13 Because Verizon will not be in control of the when and how many Two-Way Interconnection Trunks are established between its network and Cavalier's network, Verizon's performance in connection with these Two-Way Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

4.2.7.14 Cavalier will route its traffic to Verizon over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those industry standards requiring that a call from Cavalier to a Verizon End Office will first be routed to the End Office Interconnection Trunk group between Cavalier and the Verizon End Office

4.2.7.15 Use of Cavalier Transport Facilities.

(a) As of the Effective Date, Verizon is delivering Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Cavalier at Cavalier's existing collocation arrangements located within certain Verizon End Office Wire Centers pursuant to the geographically relevant interconnection point provisions of the Parties' prior interconnection agreement that became effective on or before January 1, 2002. Such collocation arrangements are listed in Schedule 4.2.7. Verizon may at its sole discretion, but only after March 31, 2006, and upon thirty (30) days written notice to Cavalier, discontinue delivering Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Cavalier at any or all of Cavalier's collocation arrangements listed in Schedule 4.2.7 and, instead, may deliver such traffic to Cavalier at the "Corresponding POI" (i.e., a mutually agreed-upon POI on Verizon's network at a Verizon Wire Center where Cavalier would accept Verizon's Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic) to which the Parties have agreed, as listed on Schedule 4.2.7.

(b) In the event Verizon continues to deliver Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Cavalier at Cavalier's collocation arrangement(s) listed in Schedule 4.2.7 after the Effective Date, Cavalier will bill Verizon, and Verizon will compensate Cavalier, for Cavalier's transport facilities used by Verizon as follows:

(i) For each DS-1 transport facility used by Verizon after the Effective Date, Cavalier will bill Verizon at Verizon's DS-1 Unbundled Dedicated Transport – Interoffice Transport recurring rates as set forth in Exhibit A of this Agreement, and shall not bill Verizon any additional DS-3 Unbundled Dedicated Transport – Interoffice Transport recurring rates. Where such Verizon rates are based on the mileage of the transport facility, Cavalier will use the mileage listed in Schedule 4.2.7 for the distance between the relevant Cavalier collocation arrangement and the Corresponding POI. Notwithstanding any other provision of this Agreement or otherwise, Cavalier will not bill Verizon, and Verizon shall have no obligation to pay any other charges, including but not limited to multiplexing charges, entrance facility charges, cross connect charges,

and nonrecurring charges (except for nonrecurring charges if and, to the extent applicable under, Section 4.2.7.15, for such transport facility provided by Cavalier (whether provided directly or indirectly, *i.e.*, through use of a third party's facilities)). To the extent Verizon delivers Verizon's Reciprocal Compensation Traffic, Verizon's Measured Internet Traffic and/or Verizon's IntraLATA Toll Traffic over such transport facilities provided by Cavalier, Verizon will not bill Cavalier and Cavalier shall have no obligation to pay any charges, including but not limited to multiplexing charges, entrance facility charges, cross connect charges, and nonrecurring charges for such transport facilities provided by Cavalier, provided, however, that Verizon will bill and Cavalier will pay Verizon's applicable Tariff charges for other traffic delivered over such transport facilities provided by Cavalier.

(ii) For each DS-3 transport facility used by Verizon after the Effective Date, Cavalier will bill Verizon at Verizon's DS-3 Unbundled Dedicated Transport – Interoffice Transport recurring rates as set forth in Exhibit A of this Agreement, and shall not bill Verizon any additional DS-1 Unbundled Dedicated Transport – Interoffice Transport recurring rates. Where such Verizon rates are based on the mileage of the transport facility, Cavalier will use the mileage listed in Schedule 4.2.7 for the distance between the relevant Cavalier collocation arrangement and the Corresponding POI. Notwithstanding any other provision of this Agreement or otherwise, Cavalier will not bill Verizon and Verizon shall have no obligation to pay any other charges, including but not limited to multiplexing charges, entrance facility charges, cross connect charges, and nonrecurring charges (except for nonrecurring charges if and, to the extent applicable under, Section 4.2.7.15, for such transport facility provided by Cavalier (whether provided directly or indirectly, *i.e.*, through use of a third party's facilities)). To the extent Verizon delivers Verizon's Reciprocal Compensation Traffic, Verizon's Measured Internet Traffic and/or Verizon's IntraLATA Toll Traffic over such transport facilities provided by Cavalier, Verizon will not bill Cavalier and Cavalier shall have no obligation to pay any charges, including but not limited to multiplexing charges, entrance facility charges, cross connect charges, and nonrecurring charges for such transport facilities provided by Cavalier, provided, however, that Verizon will bill and Cavalier will pay Verizon's applicable Tariff charges for other traffic delivered over such transport facilities provided by Cavalier.

As long as Verizon continues to deliver Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Cavalier at a Cavalier collocation arrangement listed in Schedule 4.2.7 after the Effective Date, Cavalier will continue to deliver Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Verizon using that same collocation arrangement listed in Schedule 4.2.7.

(c) (1) As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an

exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. When Verizon delivers V/FX Traffic from a Verizon Customer to a Cavalier Customer that has been assigned a V/FX telephone number over the same Cavalier transport facilities as Verizon uses to deliver Verizon's Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic, Cavalier's transport charges set forth under this Section 4.2.7.15 shall be prorated so as not to apply to such V/FX Traffic.

(ii) Upon request, but no more frequently than quarterly, each Party shall provide to the requesting Party a list of all V/FX telephone numbers served by that Party and either (A) a list of which of such V/FX telephone numbers receive dial-up ISP-bound traffic (each an "Internet V/FX telephone number") and which V/FX telephone numbers do not receive dial-up ISP-bound traffic (each a "non-Internet V/FX telephone number") or (B) the following four auditable factors: (1) "Originating non-Internet V/FX Factor" representing the percentage, of the total relevant minutes of use, of traffic transmitted to that Party's non-Internet V/FX telephone numbers, (2) "Originating Internet V/FX Factor" representing the percentage, of the total relevant minutes of use, of traffic transmitted to that Party's Internet V/FX telephone numbers; (3) "Terminating non-Internet V/FX Factor" representing the percentage, of the total relevant minutes of use, of traffic originated by that Party's non-Internet V/FX telephone numbers; and (4) "Terminating Internet V/FX Factor" representing the percentage, of the total relevant minutes of use, of traffic originated by that Party's Internet V/FX telephone numbers. Neither Party shall pay the other Party any Reciprocal Compensation, intercarrier compensation, access charges or any other type of compensation or charges for Internet V/FX telephone number traffic (as determined by measuring the minutes of use of traffic to and from either Party's Customers that have been assigned Internet V/FX telephone numbers or by applying the Originating Internet V/FX Factor and the Terminating Internet V/FX Factor to the total relevant minutes of use), such Internet V/FX telephone number traffic shall be handled on a bill and keep basis, provided, however, for the avoidance of any doubt, that voice traffic carried over Internet Protocol network(s) or the like shall be subject to applicable access charges, and provided further that Cavalier's Internet V/FX telephone number traffic shall be subject to applicable access charges if Cavalier fails to comply with the Interconnection architecture provisions of subsection 4.2.7.15(a). Cavalier shall pay to Verizon Verizon's originating access charges, for all V/FX Traffic, from Verizon's Customers to Cavalier's Customers that have been assigned non-Internet V/FX telephone numbers, and Cavalier shall pay to Verizon Verizon's terminating access charges, for all V/FX Traffic, from Cavalier's Customers that have been assigned non-Internet V/FX telephone numbers, to Verizon's Customers. Conversely, Verizon shall pay to Cavalier Verizon's originating access charges, for all V/FX Traffic, from Cavalier's Customers to Verizon's Customers that have been assigned non-Internet V/FX telephone numbers, and Verizon shall pay to Cavalier, Verizon's terminating access charges, for all V/FX Traffic, from Verizon's Customers that have been assigned non-Internet V/FX telephone numbers to Cavalier Customers. For the avoidance of any doubt, all information provided by one Party to the other Party pursuant to this Section 4.2.7.15 shall be used only for implementing and enforcing this Agreement and shall not be used for marketing purposes.

(iii) If the FCC, the Commission or a court of competent jurisdiction should issue or release an unstayed, effective order, or if the United States Congress or the Virginia Legislature should enact a legally effective statute, that by its terms, (A) expressly supersedes or modifies existing interconnection agreements and (B) specifies a rate or compensation structure that is to apply to V/FX Traffic, the terms of such order or statute shall apply, prospectively, to V/FX Traffic exchanged between the Parties under this Agreement, subject to any subsequent modification or reversal of such statute or order. If such order or statute does not expressly supersede or modify existing interconnection agreements, then the Parties nonetheless agree that, upon thirty (30) days written notice provided by either Party to the other Party on or after the effective date of such order or statute (which notice, however, may not in any case be provided prior to January 1, 2005), the terms of such order or statute shall so supersede or modify (prospectively) the terms of this Agreement relating to V/FX Traffic exchanged between the Parties, subject to any subsequent modification or reversal of such statute or order.

(d) Upon Verizon's request and in accordance with this Agreement, Cavalier will increase or decrease (*i.e.*, as compared to the quantity provided as of the Effective Date) the quantity of transport facilities, or change the type (*e.g.*, convert DS-1s to DS-3s), used by Verizon to deliver Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Cavalier at any of Cavalier's collocation arrangements listed in Schedule 4.2.7. If and, to the extent that, any transport facilities become Underutilized, the Parties shall, upon Verizon's request, regroom (within thirty (30) days of Verizon's request) such transport facilities to an appropriate utilization level, consistent with sound engineering practices, and the amount of monthly charges paid by Verizon shall be reduced appropriately based on Verizon's DS-1 or DS-3 Unbundled Dedicated Transport – Interoffice Transport recurring rates as set forth in Exhibit A, such that Verizon shall be billed and shall pay for only those transport facilities that Verizon would be using if the transport facilities were properly groomed. For purposes of this Section 4.2.7.15, "Underutilized" means that the average usage during the time consistent busy hour for the twenty (20) business days in the month preceding the applicable measurement date shows less than sixty-five percent (65%) of the total capacity of a trunk group is being used for the exchange of traffic, and provided further that, in the case of Two-Way Interconnection Trunks, the amount of monthly charges paid by Verizon shall also be reduced appropriately based on Verizon's DS-1 or DS-3 Unbundled Dedicated Transport – Interoffice Transport recurring rates as set forth in Exhibit A, if and, to the extent that, the Proportionate Percentage of Use ("PPU") of such Two-Way Interconnection Trunks decreases. For increases in the quantity of DS-1 transport facilities used by Verizon after the Effective Date, Cavalier will bill Verizon at Verizon's DS-1 Unbundled Dedicated Transport – Interoffice Transport nonrecurring rates as set forth in Exhibit A of this Agreement. For increases in the quantity of DS-3 transport facilities used by Verizon after the Effective Date, Cavalier will bill Verizon at Verizon's DS-3 Unbundled Dedicated Transport – Interoffice Transport nonrecurring rates as set forth in Exhibit A of this Agreement. The recurring rates for such increased DS-1 and DS-3 transport facilities shall be as set forth above in this Section 4.2.7.15. Notwithstanding any other provision of this Agreement or otherwise, Cavalier will not

bill Verizon and Verizon shall have no obligation to pay any nonrecurring charges or any other charges for decreases in the quantity of any DS-1 or DS-3 transport facilities used by Verizon. For the avoidance of any doubt and notwithstanding any other provision of this Agreement or otherwise, Verizon shall charge (and Cavalier shall pay Verizon) the End Office Reciprocal Compensation rate set forth in Exhibit A for reciprocal Compensation Traffic Cavalier physically delivers at the Verizon Wire Center in which the terminating Verizon End Office is located, and otherwise Verizon shall charge (and Cavalier shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in Exhibit A for Reciprocal Compensation Traffic Cavalier delivers to Verizon at another Verizon Wire Center.

(e) Where the transport facilities provided by Cavalier are part of a Two-Way Interconnection Trunk group, the Parties will work cooperatively to calculate a PPU factor for each Party for those facilities, based on the number of minutes of applicable traffic that each Party sends, as compared to the total number of minutes of applicable traffic that both Parties send over that Two-Way Interconnection Trunk group. Verizon's percentage of use of the facilities that are part of the Two-Way Interconnection Trunk group (which percentage, for the avoidance of any doubt, shall not be based upon any V/FX Traffic originated by Verizon), as shown by its PPU, will be used by Cavalier to bill Verizon for the transport facilities used by Verizon in accordance with this Section 4 2.7.15. As of the Effective Date, the respective Verizon PPUs, for each applicable Verizon End Office Wire Center at which the Parties use Two-Way Interconnection Trunk groups, are set forth in Schedule 4 2.7. At either Party's option (but no more often than twice a calendar year), the Parties may set new PPU factors.

(f) In the event Verizon, after March 31, 2006, and at its sole discretion, decides to stop delivering Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Cavalier at any Cavalier collocation arrangement(s) listed in Schedule 4 2.7, Verizon will give Cavalier thirty (30) days written notice that it intends to deliver such traffic to Cavalier at the Corresponding POI (for such Cavalier collocation arrangement) listed in Schedule 4.2.7. Within ten (10) days of Cavalier's receipt of such notice, Cavalier will inform Verizon in writing whether it will continue to deliver Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic to Verizon at Cavalier's collocation arrangement listed in Schedule 4 2.7 or whether Cavalier will instead deliver such traffic to Verizon at the Corresponding POI. Cavalier will accept Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic from Verizon at the Corresponding POI beginning on the date specified in Verizon's notice and, notwithstanding any other provision of this Agreement or otherwise, Cavalier will discontinue billing Verizon and Verizon shall have no obligation to pay for any transport facilities associated with that traffic (*i.e.*, the traffic with respect to which Verizon gave notice that Verizon intends to deliver it at the Corresponding POI) for periods beginning on the date specified in Verizon's notice.

(g) The terms in Section 4 shall be included in any successor agreements to this Agreement that Verizon and Cavalier may negotiate or reach through arbitration during the period from the Effective Date through March 31, 2006, or in the

event Cavalier shall enter into a successor agreement to this Agreement by means of an in-state or interstate adoption between the Effective Date and March 31, 2006, then such adopted terms shall be amended concurrently with the execution of the adoption agreement or acknowledgement letter, as applicable, to include the terms set forth in Section 4. In addition, Cavalier waives any and all rights it may have under Applicable Law to (i) exercise change of law provisions, (ii) opt into different contracts or contract terms; or (iii) negotiate, mediate, litigate or arbitrate any of the matters addressed by this Section 4 if the effect of any of the foregoing actions would be to change or create a conflict with this Agreement

4.3 Intentionally omitted.

4.4 Alternative Interconnection Arrangements

4.4.1 In addition to the foregoing methods of interconnection, and subject to mutual agreement of the Parties, the Parties may also establish a Fiber Meet arrangement.

4.4.2 The establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation, procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Fiber Meet arrangement.

4.4.3 Except as otherwise agreed by the Parties, Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic, Measured Internet Traffic, and IntraLATA Toll Traffic.

4.5 Transition to New Arrangements

4.5.1 If either Party determines that the interconnection arrangement(s) implemented under the former agreement are inconsistent with the terms and conditions set forth in this Agreement, then such Party may request that the existing interconnection arrangement(s) be converted to the interconnection architecture set forth in this Agreement. To assure that any such conversion is reasonable and except as otherwise provided in Section 4.2.7.15, such conversions will be implemented in accordance with the following guidelines.

4.5.2 Within forty five (45) days of a request by either Party to convert the existing interconnection arrangement, the Parties will mutually agree upon a written transition plan for each LATA based on the terms of this Agreement that will specify: (1) each technically feasible Point(s) of Interconnection on Verizon's network in each LATA; (2) to the extent known at that time, each Party's plans for deploying new interconnection facilities (e.g., build or lease), (3) to the extent existing trunking and

other interconnection arrangements (e.g., pre-existing point(s) of interconnection for the exchange of traffic) that will be grandfathered, the terms and conditions (including, without limitation, the applicable grandfather period) under which such grandfathered trunking and other interconnection arrangements shall exist; (4) the conversion process, sequence and timeframes for existing trunking and other interconnection arrangements to be converted to the new trunking and interconnection arrangement; (5) any special ordering and implementation procedures to be used for such conversions; and (6) any other reasonable terms and conditions (including, without limitation, applicable recurring and non-recurring charges to be assessed by either Party) necessary to implement the transition plan. If the Parties cannot agree to the terms and conditions of the transition plan (including, without limitation, rates and implementation timeframes), then either Party may elect to initiate an Alternative Dispute Resolution proceeding, in accordance with the process set forth in Section 28.11 of this Agreement.

4.5.3 Unless otherwise mutually agreed or except as provided under Applicable Law, each Party shall bear its own costs to convert from the existing interconnection arrangements implemented under the former agreement to the interconnection arrangements described in this Agreement.

4.5.4 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the request by either Party to convert the existing interconnection arrangement.

4.5.5 If, following one (1) year after the request by either Party to convert the existing interconnection arrangement pursuant to Section 4.5.2, there exists any trunks which (1) are not grandfathered pursuant to Section 4.5.2 or maintained pursuant to Section 4.2.7.15 above and (2) have not been converted to the trunking and interconnection arrangements described in this Agreement, then either Party may elect to initiate an Alternative Dispute Resolution proceeding, in accordance with the process set forth in Section 28.11 of this Agreement, to require the other Party to complete such conversion.

4.6 Initiating Interconnection

4.6.1 If Cavalier determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, Cavalier shall provide written notice to Verizon of the need to establish interconnection in such LATA pursuant to this Agreement.

4.6.2 The notice provided in Section 4.6.1 of this Agreement shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA in accordance with this Agreement, (c) Cavalier's intended Interconnection activation date; (d) a forecast of Cavalier's trunking requirements conforming to this Agreement and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.

4.6.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) Business Days of Verizon's receipt of Cavalier's notice provided for in Section 4.1.1 of this Agreement, Verizon and Cavalier shall confirm the technically feasible Point of Interconnection on Verizon's network in the new LATA and the mutually agreed upon Interconnection activation date for the new LATA.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(C)(2) AND CALL DETAIL

5.1 Scope of Traffic

Section 5 prescribes parameters for trunk groups (the "Interconnection Trunks") used for Interconnection pursuant to Section 4 for the transmission and routing of Reciprocal Compensation Traffic, Measured Internet Traffic, Transit Traffic, translated LEC IntraLATA 8YY Traffic, InterLATA Toll Traffic (to the extent applicable), and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

5.2 Trunk Group Connections and Ordering

5.2.1 Interconnection Trunk group connections will be made at a DS-1 or DS-3 level. Higher speed connections shall be made, when and where available, in accordance with the Joint Implementation and Grooming Process prescribed in Section 10. Ancillary Traffic trunk groups may be made below a DS-1 level, as may be mutually agreed to by both Parties.

5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Telecordia, to the other Party when ordering a trunk group.

5.2.3 When SS7 signaling is not used, unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party. The Parties shall use GR-394-CORE format for IXC-bound calls and use GR-317-CORE format for LEC-bound calls, including translated 8YY traffic.

5.2.4 Each Party will use commercially reasonable efforts to monitor its trunk groups and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Agreement, with the exception of (a) E911/911 trunks; (b) BLV/BLVI trunks, and any other trunk types as mutually agreed to by the Parties.