

- The 64kbps zero-level signal in the time-division multiplex hierarchy.
- 2.38 DS1 (Digital Signal Level 1).
The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 2.39 DS1 Dedicated Transport.
Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 2.40 DS3 (Digital Signal Level 3).
The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 2.41 DS3 Dedicated Transport.
Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 2.42 DS3 Loop.
A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving UNE Wire Center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate.
- 2.43 EMI (Exchange Message Interface).
Standard used for the interexchange of telecommunications message information between local exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by ATIS.
- 2.44 End Office.
A switching entity that is used for connecting lines to lines or lines to trunks for the purpose of originating/terminating calls. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.
- 2.45 [Intentionally Left Blank].
- 2.46 Exchange Access.
Shall have the meaning set forth in the Act.
- 2.47 Extended Local Calling Scope Arrangement.
An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "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.

2.48 FCC.

The Federal Communications Commission.

2.49 FCC Internet Order.

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

2.50 FCC Regulations.

The unstayed, effective regulations promulgated by the FCC, as amended from time to time.

2.51 Federal Unbundling Rules.

Any lawful requirement to provide access to unbundled Network Elements or Combinations of unbundled Network Elements that is imposed upon Verizon by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Any reference in this Agreement to "Federal Unbundling Rules" shall not include an unbundling requirement if the unbundling requirement does not exist under both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

2.52 Feeder.

The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving End Office and a remote terminal or feeder/distribution interface.

2.53 FNID (Fiber Network Interface Device).

A passive fiber optic demarcation unit designed for the interconnection and demarcation of optical fibers between two separate network providers.

2.54 FTTP Loop.

A Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in an end user's serving End Office to the demarcation point at the end user's customer premises or to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to the end user's customer premises demarcation point, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the demarcation point at the respective end users' customer premises; provided, however, that in the case of predominantly residential multiple dwelling units (MDUs), an FTTP Loop is a Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in the End Office that serves the multiunit premises: (a) to or beyond the multiunit premises' minimum point of entry (MPOE), as defined in 47 C.F.R. § 68.105; or (b) to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to or beyond the multiunit premises' MPOE, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the MPOE at the

multiunit premises.

2.55 House and Riser Cable.

A two-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the Rate Demarcation Point for such facility (or NID) if the NID is located at such Rate Demarcation Point).

2.56 Hybrid Loop.

A Loop composed of both fiber optic cable and copper wire or cable. An FTTP Loop is not a Hybrid Loop.

2.57 IDLC (Integrated Digital Loop Carrier).

A subscriber Loop carrier system that integrates within the switch at a DS1 level, which is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

2.58 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.59 Information Access.

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.

2.60 Inside Wire or Inside Wiring.

All wire, cable, terminals, hardware, and other equipment or materials, on the Customer's side of the Rate Demarcation Point.

2.61 Interconnection Wire Center.

A building or portion thereof which serves as the premises for one or more End Offices, Tandems and related facilities.

2.62 Internet Traffic.

Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

2.63 InterLATA Service.

Shall have the meaning set forth in the Act.

2.64 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.65 [Intentionally Left Blank].

- 2.66 ISDN (Integrated Services Digital Network).
- 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 (2) 64 kbps bearer channels and one (1) 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 (23B+D).
- 2.67 IXC (Interexchange Carrier).
- A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.
- 2.68 LATA (Local Access and Transport Area).
- Shall have the meaning set forth in the Act.
- 2.69 LEC (Local Exchange Carrier).
- Shall have the meaning set forth in the Act.
- 2.70 LERG (Local Exchange Routing Guide).
- A Telcordia Technologies reference containing NPA/NXX routing and homing information.
- 2.71 LIDB (Line Information Data Base).
- Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and other entities and validation data for collect and third number-billed calls (e.g., data for billed number screening).
- 2.72 [Intentionally Left Blank].
- 2.73 Line Side.
- An End Office 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 BRI-ISDN service.
- 2.74 Loop.
- A transmission path that extends from a Main Distribution Frame 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.
- 2.75 LSR (Local Service Request).
- An industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold Telecommunications Services and Network Elements.

- 2.76 Maintenance Control Office.
 Either Party's center responsible for control of the maintenance and repair of a circuit.
- 2.77 MDF (Main Distribution Frame).
 The primary point at which outside plant facilities terminate within an Interconnection Wire Center, for interconnection to other Telecommunications facilities within the Interconnection Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 2.78 Measured Internet Traffic.
 Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to 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 the Interconnection Attachment) does not constitute Measured Internet Traffic.
- 2.79 MECAB (Multiple Exchange Carrier Access Billing).
 A document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECAB document, published by ATIS as "ATIS/OBF-MECAB", as revised from time to time, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.
- 2.80 MECOD (Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface).
 A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECOD document, published by ATIS as "ATIS/OBF-MECOD", as revised from time to time, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.
- 2.81 [Intentionally Left Blank].
- 2.82 Mobile Wireless Services.
 Any mobile wireless Telecommunications Service, including any commercial mobile radio service.
- 2.83 NANP (North American Numbering Plan).
 The system of telephone numbering employed in the United States, Canada,

Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist 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.

2.84 Network Element.

Shall have the meaning stated in the Act.

2.85 NID (Network Interface Device).

The Verizon provided interface terminating Verizon's Telecommunications network on the property where the Customer's service is located at a point determined by Verizon. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon's network.

2.86 911/E-911 Call(s).

A call(s) made by the ***CLEC Acronym TXT*** end user by dialing the three digit telephone number "911" to facilitate the reporting of an emergency requiring response by a public safety agency.

2.87 911/E-911 Service Provider.

An entity authorized to provide 911/E-911 network and database services within a particular jurisdiction.

2.88 Non-Revertive.

Where traffic is redirected to a protection line because of failure of a working line and the working line is repaired, traffic will remain on the protection line until there is either manual intervention or a failure of the protection line.

2.89 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. There are two general categories of NPA, "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 that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.90 NXX, NXX Code, Central Office Code or CO Code.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number).

2.91 Order.

An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of lines or other Services for a stated period or minimum period of time).

2.92 Originating Switched Access Detail Usage Data.

A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.

- 2.93 POI (Point of Interconnection).
The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in the Interconnection Attachment, 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 Interconnection Wire Center or Verizon End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a ***CLEC Acronym TXT*** Interconnection Wire Center, ***CLEC Acronym TXT*** switch or any portion of a transport facility provided by Verizon to ***CLEC Acronym TXT*** or another party between (x) a Verizon Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of ***CLEC Acronym TXT*** or another party.
- 2.94 Primary Reference Source.
Equipment that provides a timing signal to synchronize network elements.
- 2.95 Principal Document.
This document, including, but not limited to, the Title Page, the Table of Contents, the Preface, the General Terms and Conditions, the signature page, this Glossary, the Attachments, and the Appendices to the Attachments.
- 2.96 Providing Party.
A Party offering or providing a Service to the other Party under this Agreement.
- 2.97 PSAP.
Public Safety Answering Point.
- 2.98 Purchasing Party.
A Party requesting or receiving a Service from the other Party under this Agreement.
- 2.99 Qualifying UNE.
An unbundled Network Element or a combination of unbundled Network Elements obtained, pursuant to the Federal Unbundling Rules, under this Agreement or a Verizon UNE Tariff.
- 2.100 Qualifying Wholesale Services.
Wholesale services obtained from Verizon under a Verizon access Tariff or a separate wholesale agreement.
- 2.101 Rate Center Area.
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 that 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.

2.102 Rate Center Point.

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 for distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point Of Interconnection."

2.103 Rate Demarcation Point.

The physical point in a Verizon provided network facility at which Verizon's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in this Agreement, Verizon's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

2.104 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Interconnection Attachment).

2.105 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined by Verizon. 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, 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 (as defined in Section 5 of the Additional Services Attachment); or, (8) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in the 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.

2.106 Retail Prices.

The prices at which a Service is provided by Verizon at retail to subscribers who are not Telecommunications Carriers.

2.107 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the 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 Routing Point corresponding to each unique and separate Rate Center Area.

2.108 Service.

Any Interconnection arrangement, Network Element, Telecommunications Service, collocation arrangement, or other service, facility or arrangement, offered by a Party under this Agreement.

2.109 [Intentionally Left Blank].

2.110 SS7 (Signaling System 7).

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 ***CLEC Acronym TXT*** utilize this out-of-band signaling protocol in relation to their routing and completion of traffic.

2.111 Subsidiary.

A corporation or other person that is controlled by a Party.

2.112 Sub-Loop Distribution Facility.

A two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface ("FDI") and the Rate Demarcation Point for such facility (or NID if the NID is located at such Rate Demarcation Point).

2.113 Switched Exchange Access Service.

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, 800 access, 888 access and 900 access.

2.114 Tandem.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Offices and between and among End Offices and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

- 2.115 Tariff.
 - 2.115.1 Any applicable Federal or state tariff of a Party, as amended from time to time; or
 - 2.115.2 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 (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

- 2.116 Telcordia Technologies.

Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).
- 2.117 Telecommunications Carrier.

Shall have the meaning set forth in the Act.
- 2.118 Telecommunications Services.

Shall have the meaning set forth in the Act.
- 2.119 Telephone Exchange Service.

Shall have the meaning set forth in the Act.
- 2.120 Terminating Switched Access Detail Usage Data.

A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.
- 2.121 Third Party Claim.

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.
- 2.122 Toll Traffic.

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

Any substance designated or defined as toxic or hazardous under any "Environmental Law" or that poses a risk to human health or safety, or the environment, and products and materials containing such substance. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-

to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.124 Traffic Factor 1.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. $\left(\frac{\text{Interstate Traffic Total Minutes of Use (excluding Measured Internet Traffic Total Minutes of Use)}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \right) \times 100$. 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."

2.125 Traffic Factor 2.

For traffic exchanged via Interconnection 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. $\left(\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}} \right) \times 100$. 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."

2.126 Triennial Review Remand Order (TRRO).

The FCC's Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005.

2.127 Trunk Side.

A Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another carrier's network. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

2.128 UDLC (Universal Digital Loop Carrier).

UDLC arrangements consist of a Central Office Terminal and a Remote Terminal located in the outside plant or at a Customer premises. The Central Office and the Remote Terminal units perform analog to digital conversions to allow the feeding facility to be digital. UDLC is deployed where the types of services to be provisioned by the systems cannot be integrated such as non-switched services and UNE Loops.

2.129 UNE Wire Center.

Shall have the same meaning as "Wire Center" set forth in 47 C.F.R. § 51.5.

2.130 V and H Coordinates Method.

A method of computing airline miles between two points by utilizing an established formula that is based on the vertical and horizontal coordinates of the two points.

2.131 Voice Grade.

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 "DS0" or "sub-DS1" may also be used.

2.132 xDSL.

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."

ADDITIONAL SERVICES ATTACHMENT

1. **Alternate Billed Calls**

- 1.1 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties.

2. **Dialing Parity - Section 251(b)(3)**

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

3. **[This Section Intentionally Left Blank]**

4. **Directory Listing and Directory Distribution**

To the extent required by Applicable Law, Verizon will provide directory services to ***CLEC Acronym TXT***. Such services will be provided in accordance with the terms set forth herein.

4.1 Listing Information.

As used herein, "Listing Information" means a ***CLEC Acronym TXT*** Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information Verizon deems necessary for the publication and delivery of directories.

4.2 Listing Information Supply.

CLEC Acronym TXT shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format required by Verizon or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed) all Listing Information and the service address for each ***CLEC Acronym TXT*** Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. ***CLEC Acronym TXT*** shall also provide to Verizon on a daily basis: (a) information showing ***CLEC Acronym TXT*** Customers who have disconnected or terminated their service with ***CLEC Acronym TXT***; and (b) delivery information for each non-listed or non-published ***CLEC Acronym TXT*** Customer to enable Verizon to perform its directory distribution responsibilities. Verizon shall promptly provide to ***CLEC Acronym TXT*** (normally within forty-eight (48) hours of receipt by Verizon, excluding non-business days) a query on any listing that is not acceptable.

4.3 Listing Inclusion and Distribution.

Verizon shall include each ***CLEC Acronym TXT*** Customer's primary listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion,

and shall provide initial distribution of such directories to such ***CLEC Acronym TXT*** Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of ***CLEC Acronym TXT***'s Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. ***CLEC Acronym TXT*** shall pay Verizon's Tariffed charges for additional, foreign, and other listings products (as documented in local Tariff) for ***CLEC Acronym TXT***'s Customers.

4.4 Verizon Information.

Upon request by ***CLEC Acronym TXT***, Verizon shall make available to ***CLEC Acronym TXT*** the following information to the extent that Verizon provides such information to its own business offices: a directory list of relevant NXX codes, directory and Customer Guide close dates, and Yellow Pages headings. Verizon shall also make available to ***CLEC Acronym TXT***, on Verizon's Wholesale website (or, at Verizon's option, in writing) Verizon's directory listings standards and specifications.

4.5 Confidentiality of Listing Information.

Verizon shall accord ***CLEC Acronym TXT*** Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should Verizon elect to do so, it may use or license ***CLEC Acronym TXT*** Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as ***CLEC Acronym TXT*** Customers are not separately identified as such; and provided further that ***CLEC Acronym TXT*** may identify those of its Customers who request that their names not be sold for direct marketing purposes and Verizon shall honor such requests to the same extent that it does for its own Customers. Verizon shall not be obligated to compensate ***CLEC Acronym TXT*** for Verizon's use or licensing of ***CLEC Acronym TXT*** Listing Information.

4.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of ***CLEC Acronym TXT*** Customer listings. At ***CLEC Acronym TXT***'s request, Verizon shall provide ***CLEC Acronym TXT*** with a report of all ***CLEC Acronym TXT*** Customer listings in a reasonable timeframe prior to the service order close date for the applicable directory. Verizon shall process any corrections made by ***CLEC Acronym TXT*** with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

4.7 Indemnification.

CLEC Acronym TXT shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, ***CLEC Acronym TXT*** warrants to Verizon that ***CLEC Acronym TXT*** has the right to provide such Listing Information to Verizon on behalf of its Customers. ***CLEC Acronym TXT*** shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered,

and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. ***CLEC Acronym TXT*** agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by ***CLEC Acronym TXT*** hereunder.

4.8 Liability.

Verizon's liability to ***CLEC Acronym TXT*** in the event of a Verizon error in or omission of a ***CLEC Acronym TXT*** Customer listing shall not exceed the amount actually paid by ***CLEC Acronym TXT*** to Verizon for such listing. ***CLEC Acronym TXT*** agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to ***CLEC Acronym TXT***'s Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers as set forth in Verizon's applicable Tariffs.

4.9 Service Information Pages.

Verizon shall include all ***CLEC Acronym TXT*** NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. ***CLEC Acronym TXT***'s NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when ***CLEC Acronym TXT*** is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at ***CLEC Acronym TXT***'s request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, ***CLEC Acronym TXT***'s critical contact information for ***CLEC Acronym TXT***'s installation, repair and Customer service, as provided by ***CLEC Acronym TXT***. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. ***CLEC Acronym TXT*** shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

4.10 Directory Publication.

Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.

4.11 Other Directory Services.

CLEC Acronym TXT acknowledges that if ***CLEC Acronym TXT*** desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.

5. Voice Information Service Traffic

- 5.1 For purposes of this Section 5, (a) Voice Information Service means a service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic

means intraLATA switched voice traffic, 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 Section 7 of the Interconnection Attachment.

- 5.2 If a ***CLEC Acronym TXT*** Customer is served by resold Verizon dial tone line Telecommunications Service, to the extent reasonably feasible, Verizon will route Voice Information Service Traffic originating from such Service to the appropriate Voice Information Service connected to Verizon's network unless a feature blocking such Voice Information Service Traffic has been installed. For such Voice Information Service Traffic, ***CLEC Acronym TXT*** shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to ***CLEC Acronym TXT***. ***CLEC Acronym TXT*** shall pay Verizon such charges in full regardless of whether or not ***CLEC Acronym TXT*** collects such charges from its Customer.
- 5.3 ***CLEC Acronym TXT*** shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to Verizon's network. In the event ***CLEC Acronym TXT*** exercises such option, ***CLEC Acronym TXT*** will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized to allow ***CLEC Acronym TXT*** to route Voice Information Service Traffic originated on its network to Verizon. For such Voice Information Service Traffic, unless ***CLEC Acronym TXT*** has entered into a written agreement with Verizon under which ***CLEC Acronym TXT*** will collect from ***CLEC Acronym TXT***'s Customer and remit to Verizon the Voice Information Service provider's charges, ***CLEC Acronym TXT*** shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to ***CLEC Acronym TXT***. ***CLEC Acronym TXT*** shall pay Verizon such charges in full regardless of whether or not ***CLEC Acronym TXT*** collects such charges from its own Customer.

6. Intercept and Referral Announcements

- 6.1 When a Customer changes its service provider from Verizon to ***CLEC Acronym TXT***, or from ***CLEC Acronym TXT*** to Verizon, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.
- 6.2 Referral Announcements shall be provided, in the case of business Customers, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly

providing service if a number shortage condition requires reassignment of the telephone number.

- 6.3 This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.

7. Originating Line Number Screening (OLNS)

Upon ***CLEC Acronym TXT***'s request, Verizon will update its database used to provide originating line number screening (the database of information which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

8. Operations Support Systems (OSS) Services

8.1 Definitions.

The terms listed below shall have the meanings stated below:

- 8.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 8.1.2 Verizon OSS Services: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of ***CLEC Acronym TXT*** Usage Information to ***CLEC Acronym TXT*** pursuant to Section 8.3 of this Attachment; and, (b) "Verizon OSS Information", as defined in Section 8.1.4 of this Attachment.
- 8.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to ***CLEC Acronym TXT***.
- 8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, ***CLEC Acronym TXT*** through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a ***CLEC Acronym TXT*** Customer accessed by, or disclosed or provided to, ***CLEC Acronym TXT*** through or as a part of Verizon OSS Services; and, (b) any ***CLEC Acronym TXT*** Usage Information (as defined in Section 8.1.6 of this Attachment) accessed by, or disclosed or provided to, ***CLEC Acronym TXT***.
- 8.1.5 Verizon Retail Telecommunications Service: Any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.
- 8.1.6 ***CLEC Acronym TXT*** Usage Information: For a Verizon Retail Telecommunications Service purchased by ***CLEC Acronym TXT*** pursuant to the Resale Attachment, the usage information that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.

- 8.1.7 Customer Information: CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.
- 8.2 Verizon OSS Services.
- 8.2.1 Upon request by ***CLEC Acronym TXT***, Verizon shall provide to ***CLEC Acronym TXT*** Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.
- 8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of ***CLEC Acronym TXT***.
- 8.2.3 To the extent required by Applicable Law, in providing Verizon OSS Services to ***CLEC Acronym TXT***, Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon OSS Services. Verizon's OSS Change Management Guidelines will be set out on a Verizon website.
- 8.3 ***CLEC Acronym TXT*** Usage Information.
- 8.3.1 Upon request by ***CLEC Acronym TXT***, Verizon shall provide to ***CLEC Acronym TXT*** ***CLEC Acronym TXT*** Usage Information. Such ***CLEC Acronym TXT*** Usage Information will be provided in accordance with, but only to the extent required by, Applicable Law.
- 8.3.2 ***CLEC Acronym TXT*** Usage Information will be available to ***CLEC Acronym TXT*** through the following:
- 8.3.2.1 Daily Usage File on Data Tape.
- 8.3.2.2 Daily Usage File through Network Data Mover (NDM).
- 8.3.3 ***CLEC Acronym TXT*** Usage Information will be provided in an ATIS EMI format.
- 8.3.4 Daily Usage File Data Tapes provided pursuant to Section 8.3.2.1 of this Attachment will be issued each Business Day.
- 8.3.5 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, ***CLEC Acronym TXT*** Usage Information will be provided to ***CLEC Acronym TXT*** shall be determined by Verizon.
- 8.4 Access to and Use of Verizon OSS Facilities.

- 8.4.1 Verizon OSS Facilities may be accessed and used by ***CLEC Acronym TXT*** only to the extent necessary for ***CLEC Acronym TXT***'s access to and use of Verizon OSS Services pursuant to this Agreement.
- 8.4.2 Verizon OSS Facilities may be accessed and used by ***CLEC Acronym TXT*** only to provide Telecommunications Services to ***CLEC Acronym TXT*** Customers.
- 8.4.3 ***CLEC Acronym TXT*** shall restrict access to and use of Verizon OSS Facilities to ***CLEC Acronym TXT***. This Section 8 does not grant to ***CLEC Acronym TXT*** any right or license to grant sublicenses to other persons, or permission to other persons (except ***CLEC Acronym TXT***'s employees, agents and contractors, in accordance with Section 8.4.7 of this Attachment), to access or use Verizon OSS Facilities.
- 8.4.4 ***CLEC Acronym TXT*** shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for ***CLEC Acronym TXT***'s use under this Section 8.
- 8.4.5 ***CLEC Acronym TXT*** shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).
- 8.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by ***CLEC Acronym TXT*** only in connection with ***CLEC Acronym TXT***'s use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by ***CLEC Acronym TXT*** as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by ***CLEC Acronym TXT*** to Verizon upon the earlier of request by Verizon or the expiration or termination of this Agreement.
- 8.4.7 ***CLEC Acronym TXT***'s employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for ***CLEC Acronym TXT***'s access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by ***CLEC Acronym TXT***'s employees, agents, or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.3.2 of this Attachment.
- 8.5 Verizon OSS Information.
- 8.5.1 Subject to the provisions of this Section 8, in accordance with, but only to the extent required by, Applicable Law, Verizon grants to ***CLEC Acronym TXT*** a non-exclusive license to use Verizon OSS Information.

- 8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, ***CLEC Acronym TXT*** shall acquire no rights in or to any Verizon OSS Information.
- 8.5.3 The provisions of this Section 8.5.3 shall apply to all Verizon OSS Information, except (a) ***CLEC Acronym TXT*** Usage Information, (b) CPNI of ***CLEC Acronym TXT***, and (c) CPNI of a Verizon Customer or a ***CLEC Acronym TXT*** Customer, to the extent the Customer has authorized ***CLEC Acronym TXT*** to use the CPNI.
- 8.5.3.1 Verizon OSS Information may be accessed and used by ***CLEC Acronym TXT*** only to provide Telecommunications Services to ***CLEC Acronym TXT*** Customers.
- 8.5.3.2 ***CLEC Acronym TXT*** shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions.
- 8.5.3.3 Except as expressly stated in this Section 8, this Agreement does not grant to ***CLEC Acronym TXT*** any right or license to grant sublicenses to other persons, or permission to other persons (except ***CLEC Acronym TXT***'s employees, agents or contractors, in accordance with Section 8.5.3.4 of this Attachment), to access, use or disclose Verizon OSS Information.
- 8.5.3.4 ***CLEC Acronym TXT***'s employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for ***CLEC Acronym TXT***'s access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by ***CLEC Acronym TXT***'s employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.3.2 of this Attachment.
- 8.5.3.5 ***CLEC Acronym TXT***'s license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by ***CLEC Acronym TXT*** to provide Telecommunications Services to ***CLEC Acronym TXT*** Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of this Agreement.
- 8.5.3.6 All Verizon OSS Information received by ***CLEC Acronym TXT*** shall be destroyed or returned by ***CLEC Acronym TXT*** to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.

- 8.5.4 Unless sooner terminated or suspended in accordance with this Agreement or this Section 8 (including, but not limited to, Section 2.2 of the General Terms and Conditions and Section 8.6.1 of this Attachment), ***CLEC Acronym TXT***'s access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of this Agreement.
- 8.5.5 Audits.
- 8.5.5.1 Verizon shall have the right (but not the obligation) to audit ***CLEC Acronym TXT*** to ascertain whether ***CLEC Acronym TXT*** is complying with the requirements of Applicable Law and this Agreement with regard to ***CLEC Acronym TXT***'s access to, and use and disclosure of, Verizon OSS Information.
- 8.5.5.2 Without in any way limiting any other rights Verizon may have under this Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor ***CLEC Acronym TXT***'s access to and use of Verizon OSS Information which is made available by Verizon to ***CLEC Acronym TXT*** pursuant to this Agreement, to ascertain whether ***CLEC Acronym TXT*** is complying with the requirements of Applicable Law and this Agreement, with regard to ***CLEC Acronym TXT***'s access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor ***CLEC Acronym TXT***'s access to and use of Verizon OSS Information which is made available by Verizon to ***CLEC Acronym TXT*** through Verizon OSS Facilities.
- 8.5.5.3 Information obtained by Verizon pursuant to this Section 8.5.5 shall be treated by Verizon as Confidential Information of ***CLEC Acronym TXT*** pursuant to Section 10 of the General Terms and Conditions; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to Section 8.5.5 of this Attachment to enforce Verizon's rights under this Agreement or Applicable Law.
- 8.5.6 ***CLEC Acronym TXT*** acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time.
- 8.6 Liabilities and Remedies.
- 8.6.1 Any breach by ***CLEC Acronym TXT***, or ***CLEC Acronym TXT***'s employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 of this Attachment shall be deemed a material breach of this Agreement. In addition, if ***CLEC Acronym TXT*** or an employee, agent or contractor of ***CLEC Acronym TXT*** at any time breaches a provision of Sections 8.4 or 8.5 of this Attachment and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to ***CLEC

Acronym TXT***, to suspend the license to use Verizon OSS Information granted by Section 8.5.1 of this Attachment and/or the provision of Verizon OSS Services, in whole or in part.

8.6.2 ***CLEC Acronym TXT*** agrees that Verizon would be irreparably injured by a breach of Sections 8.4 or 8.5 of this Attachment by ***CLEC Acronym TXT*** or the employees, agents or contractors of ***CLEC Acronym TXT***, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

8.7 Relation to Applicable Law.

The provisions of Sections 8.4, 8.5 and 8.6 of this Attachment with regard to the confidentiality of information shall be in addition to and not in derogation of any provisions of Applicable Law with regard to the confidentiality of information, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

8.8 Cooperation.

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

8.8.1 Upon request by Verizon, ***CLEC Acronym TXT*** shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Verizon reasonable, good faith estimates of the volume of each type of OSS transaction that ***CLEC Acronym TXT*** anticipates submitting in each week of the next Calendar Quarter.

8.8.2 ***CLEC Acronym TXT*** shall reasonably cooperate with Verizon in submitting orders for Verizon Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.

8.8.3 ***CLEC Acronym TXT*** shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

8.9 Verizon Access to Information Related to ***CLEC Acronym TXT*** Customers.

8.9.1 Verizon shall have the right to access, use and disclose information related to ***CLEC Acronym TXT*** Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the ***CLEC Acronym TXT*** Customer in the manner required by Applicable Law.

8.9.2 Upon request by Verizon, ***CLEC Acronym TXT*** shall negotiate in good faith and enter into a contract with Verizon, pursuant to which

Verizon may obtain access to ***CLEC Acronym TXT***'s operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to ***CLEC Acronym TXT*** Customers (as authorized by the applicable ***CLEC Acronym TXT*** Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

8.10 [Intentionally Left Blank].

8.11 Cancellations.

Verizon may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the original service due date.

9. Poles, Ducts, Conduits and Rights-of-Way

9.1 Verizon shall afford ***CLEC Acronym TXT*** non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Verizon. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Verizon's applicable Tariffs, or, in the absence of an applicable Verizon Tariff, Verizon's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.

9.2 ***CLEC Acronym TXT*** shall afford Verizon non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by ***CLEC Acronym TXT***. Such access shall be provided pursuant to ***CLEC Acronym TXT***'s applicable Tariffs, or, in the absence of an applicable ***CLEC Acronym TXT*** Tariff, ***CLEC Acronym TXT***'s generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. The terms, conditions and prices offered to Verizon by ***CLEC Acronym TXT*** for such access shall be no less favorable than the terms, conditions and prices offered to ***CLEC Acronym TXT*** by Verizon for access to poles, ducts, conduits and rights of way owned or controlled by Verizon.

10. Telephone Numbers

10.1 This Section applies in connection with ***CLEC Acronym TXT*** Customers served by Telecommunications Services provided by Verizon to ***CLEC Acronym TXT*** for resale.

10.2 ***CLEC Acronym TXT***'s use of telephone numbers shall be subject to Applicable Law the rules of the North American Numbering Council and the North American Numbering Plan Administrator, the applicable provisions of this Agreement (including, but not limited to, this Section 10), and Verizon's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time.

10.3 Subject to Sections 10.2 and 10.4 of this Attachment, if a Customer of either Verizon or ***CLEC Acronym TXT*** who is served by a Verizon Telecommunications Service ("VTS") changes the LEC that serves the Customer using such VTS (including a change from Verizon to ***CLEC Acronym TXT***, from ***CLEC Acronym TXT*** to Verizon, or from ***CLEC Acronym TXT*** to a LEC other than Verizon), after such change, the Customer may continue to use

with such VTS the telephone numbers that were assigned to the VTS for the use of such Customer by Verizon immediately prior to the change.

- 10.4 Verizon shall have the right to change the telephone numbers used by a Customer if at any time: (a) the Customer requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the Customer previously had service; (b) continued use of the telephone numbers is not technically feasible; or, (c) in the case of Telecommunications Service provided by Verizon to ***CLEC Acronym TXT*** for resale, the type or class of service subscribed to by the Customer changes.
- 10.5 If service on a VTS provided by Verizon to ***CLEC Acronym TXT*** under this Agreement is terminated and the telephone numbers associated with such VTS have not been ported to a ***CLEC Acronym TXT*** switch, the telephone numbers shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon Customers, ***CLEC Acronym TXT***, or Telecommunications Carriers other than Verizon and ***CLEC Acronym TXT***.
- 10.6 ***CLEC Acronym TXT*** may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone numbers.

11. Routing for Operator Services and Directory Assistance Traffic

For a Verizon Telecommunications Service dial tone line purchased by ***CLEC Acronym TXT*** for resale pursuant to the Resale Attachment, upon request by ***CLEC Acronym TXT***, Verizon will establish an arrangement that will permit ***CLEC Acronym TXT*** to route the ***CLEC Acronym TXT*** Customer's calls for operator and directory assistance services to a provider of operator and directory assistance services selected by ***CLEC Acronym TXT***. Verizon will provide this routing arrangement in accordance with, but only to the extent required by, Applicable Law. Verizon will provide this routing arrangement pursuant to an appropriate written request submitted by ***CLEC Acronym TXT*** and a mutually agreed-upon schedule. This routing arrangement will be implemented at ***CLEC Acronym TXT***'s expense, with charges determined on an individual case basis. In addition to charges for initially establishing the routing arrangement, ***CLEC Acronym TXT*** will be responsible for ongoing monthly and/or usage charges for the routing arrangement. ***CLEC Acronym TXT*** shall arrange, at its own expense, the trunking and other facilities required to transport traffic to ***CLEC Acronym TXT***'s selected provider of operator and directory assistance services.

12. Unauthorized Carrier Change Charges

In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition (all such charges together, the "Carrier Change Charges"), including to the appropriate primary Telephone Exchange Service provider. Such Carrier Change Charges may be assessed on the requesting Party by the other Party at any time after the Customer is restored to its Customer-authorized condition.

13. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TXT*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.