

- 7.2.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Scope Arrangement Traffic.
- 7.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- 7.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.
- 7.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).
- 7.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
- 7.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which an Intrado Comm~~***CLEC Acronym TXT***~~ 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. For the avoidance of any doubt, Intrado Comm~~***CLEC Acronym TXT***~~ shall pay Verizon's originating access charges for all V/FX Traffic originated by a Verizon Customer, and Intrado Comm~~***CLEC Acronym TXT***~~ shall pay Verizon's terminating access charges for all V/FX Traffic originated by an Intrado Comm~~***CLEC Acronym TXT***~~ Customer.
- 7.3 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by Intrado Comm~~***CLEC Acronym TXT***~~ to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to Intrado Comm~~***CLEC Acronym TXT***~~.

8. Other Types of Traffic

- 8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.
- 8.2 Subject to Section 8.1 of this Attachment, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.
- 8.3 For any traffic originating with a third party carrier and delivered by ~~***CLEC Acronym TXT***~~Intrado Comm to Verizon, ~~***CLEC Acronym TXT***~~Intrado Comm shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by ~~***CLEC Acronym TXT***~~Intrado Comm.

- 8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.
- 8.5 The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Verizon's network in a LATA in accordance with the FCC Internet Order.

9. Transmission and Routing of Exchange Access Traffic

9.1 Scope of Traffic.

Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between ~~***CLEC Acronym TXT***~~ Intrado Comm Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where ~~***CLEC Acronym TXT***~~ Intrado Comm elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

9.2 Access Toll Connecting Trunk Group Architecture.

- 9.2.1 If ~~***CLEC Acronym TXT***~~ Intrado Comm chooses to subtend a Verizon access Tandem, Intrado Comm ~~***CLEC Acronym TXT***~~'s NPA/NXX must be assigned by Intrado Comm ~~***CLEC Acronym TXT***~~ to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.
- 9.2.2 Intrado Comm ~~***CLEC Acronym TXT***~~ shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Intrado Comm ~~***CLEC Acronym TXT***~~'s Customers.
- 9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office Intrado Comm ~~***CLEC Acronym TXT***~~ utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) Verizon utilizes to provide Exchange Access in such LATA.
- 9.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Intrado Comm ~~***CLEC Acronym TXT***~~'s Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access Tandem.

10. Meet-Point Billing Arrangements

- 10.1 Intrado Comm ~~***CLEC Acronym TXT***~~ and Verizon will establish Meet-Point Billing (MPB) arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a Verizon access Tandem Switch in accordance with the Meet Point Billing guidelines contained in the

OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's applicable Tariffs. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Verizon.

10.2 ~~In each LATA, the~~ Parties shall establish MPB arrangements for the applicable Intrado Comm^{***CLEC Acronym TXT***} Routing Point/Verizon Serving Interconnection Wire Center combinations.

10.3 Interconnection for the MPB arrangement shall occur at each of the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.

10.4 Intrado Comm^{***CLEC Acronym TXT***} and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

10.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff, and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.

Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement the Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.

10.6 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each Intrado Comm^{***CLEC Acronym TXT***} Routing Point/Verizon Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the Intrado Comm^{***CLEC Acronym TXT***} Routing Point and the Verizon Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment.

10.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Verizon Interconnection Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.

10.8 Verizon shall provide Intrado Comm^{***CLEC Acronym TXT***} with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.

10.9 Intrado Comm^{***CLEC Acronym TXT***} shall provide Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.

- 10.10 All usage data to be provided pursuant to Sections 10.8 and 10.9 of this Attachment shall be sent to the following addresses:

To ~~***CLEC Acronym TXT***~~ Intrado Communications Inc.

Regulatory Manager

1601 Dry Creek Drive

Longmont, CO 80503

For Verizon:

Verizon Data Services
ATTN: MPB
1 East Telecom Parkway
Dock D
Temple Terrace, FL 33637

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 29 of the General Terms and Conditions.

- 10.11 Intrado Comm ~~***CLEC Acronym TXT***~~ and Verizon shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 10. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.
- 10.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.
- 10.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 7 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.
- 10.14 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.
- 10.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.

- 10.16 In the event Intrado Comm***CLEC Acronym TXT*** determines to offer Telephone Exchange Services in a LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable Intrado Comm***CLEC Acronym TXT*** to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where there are located Intrado Comm***CLEC Acronym TXT*** Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed.
- 10.17 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Interconnection Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:
- $$a / (a + b) = \text{Intrado Comm***CLEC Acronym TXT*** Billing Percentage}$$
- and
- $$b / (a + b) = \text{Verizon Billing Percentage}$$
- where:
- a = the airline mileage between Intrado Comm***CLEC Acronym TXT*** Routing Point and the actual point of interconnection for the MPB arrangement; and
- b = the airline mileage between the Verizon Serving Interconnection Wire Center and the actual point of interconnection for the MPB arrangement.
- 10.18 Intrado Comm***CLEC Acronym TXT*** shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of ***CLEC Acronym TXT***'s delivery of notice to Verizon, Verizon and ***CLEC Acronym TXT*** shall confirm the Routing Point/Verizon Serving Interconnection Wire Center combination and billing percentages.

11. Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/877/888)("8YY") calls to the other Party. For the purposes of this Section 11, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, all ***CLEC Acronym TXT*** originating "untranslated" 8YY traffic will be routed over a separate One-Way miscellaneous Trunk group.

- 11.1 When Intrado Comm***CLEC Acronym TXT*** delivers translated 8YY calls to Verizon to be completed by
- 11.1.1 an IXC:
- 11.1.1.1 Intrado Comm***CLEC Acronym TXT*** will provide an appropriate EMI record to Verizon;
- 11.1.1.2 Intrado Comm***CLEC Acronym TXT*** will bill the IXC the Intrado Comm***CLEC Acronym TXT***'s applicable Switched Exchange Access Tariff charges and the Intrado

- Comm***CLEC Acronym TXT***'s applicable Tariff query charges; and
- 11.1.1.3 Verizon will bill the IXC Verizon's applicable Switched Exchange Access Tariff charges.
- 11.1.2 Verizon:
- 11.1.2.1 Intrado Comm***CLEC Acronym TXT*** will provide an appropriate EMI record to Verizon; and
- 11.1.2.2 Intrado Comm***CLEC Acronym TXT*** will bill Verizon the Intrado Comm***CLEC Acronym TXT***'s Switched Exchange Access Tariff charges and the Intrado Comm***CLEC Acronym TXT***'s applicable Tariff query charge.
- 11.1.3 a toll free service access code service provider in that LATA:
- 11.1.3.1 Intrado Comm***CLEC Acronym TXT*** will provide an appropriate EMI record to Verizon and the toll free service access code service provider;
- 11.1.3.2 Intrado Comm***CLEC Acronym TXT*** will bill the toll free service access code service provider the Intrado Comm***CLEC Acronym TXT***'s applicable Switched Exchange Access Tariff charges and the Intrado Comm***CLEC Acronym TXT***'s applicable Tariff query charges; and
- 11.1.3.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges.
- 11.2 When Verizon performs the query and delivers translated 8YY calls, originated by Verizon's Customer or another LEC's Customer to Intrado Comm***CLEC Acronym TXT*** to be completed by
- 11.2.1 Intrado Comm***CLEC Acronym TXT***:
- 11.2.1.1 Verizon will provide an appropriate EMI record to Intrado Comm***CLEC Acronym TXT***; and
- 11.2.1.2 Verizon will bill Intrado Comm***CLEC Acronym TXT*** Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges.
- 11.2.2 a toll free service access code service provider in that LATA:
- 11.2.2.1 Verizon will provide an appropriate EMI record to Intrado Comm***CLEC Acronym TXT*** and the toll free service access code service provider;
- 11.2.2.2 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and

11.2.2.3 Intrado Comm^{***CLEC Acronym TXT***} will bill the toll free service access code service provider the Intrado Comm^{***CLEC Acronym TXT***}'s applicable Switched Exchange Access Tariff charges.

11.3 When ***CLEC Acronym TXT***: delivers untranslated 8YY calls to Verizon to be completed by

11.3.1 an IXC:

11.3.1.1 Verizon will query the call and route the call to the appropriate IXC;

11.3.1.2 Verizon will provide an appropriate EMI record to Intrado Comm^{***CLEC Acronym TXT***};

11.3.1.3 Verizon will bill the IXC Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and

11.3.1.4 Intrado Comm^{***CLEC Acronym TXT***} will bill the IXC Intrado Comm^{***CLEC Acronym TXT***}'s applicable Switched Exchange Access Tariff charges.

11.3.2 Verizon:

11.3.2.1 Verizon will query the call and complete the call;

11.3.2.2 Verizon will provide an appropriate EMI record to Intrado Comm^{***CLEC Acronym TXT***};

11.3.2.3 Intrado Comm^{***CLEC Acronym TXT***} will bill Verizon the Intrado Comm^{***CLEC Acronym TXT***}'s applicable Switched Exchange Access Tariff charges.

11.3.3 a toll free service access code service provider in that LATA:

11.3.3.1 Verizon will query the call and route the call to the appropriate toll free service access code service provider;

11.3.3.2 Verizon will provide an appropriate EMI record to ***CLEC Acronym TXT*** and the toll free service access code service provider;

11.3.3.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff and Verizon's applicable Tariff query charges; and

11.3.3.4 Intrado Comm^{***CLEC Acronym TXT***} will bill the toll free service access code service provider the Intrado Comm^{***CLEC Acronym TXT***}'s applicable Switched Exchange Access Tariff charges.

11.4 Verizon will not direct untranslated toll free service access code call to ***CLEC Acronym TXT***.

12. Tandem Transit Traffic

- 12.1 As used in this Section, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on Intrado Comm***CLEC Acronym TXT***'s network, and is transported through Verizon's Tandem to the subtending End Office or its equivalent of another carrier (CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("Other Carrier")). Neither the originating nor terminating customer is a Customer of Verizon. Subtending End Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). For the avoidance of any doubt, under no circumstances shall Verizon be required to transit traffic through a Verizon Tandem to a Central Office that the LERG does not identify as subtending that particular Verizon Tandem. Switched Exchange Access Service traffic is not Tandem Transit Traffic.
- 12.2 Tandem Transit Traffic Service provides Intrado Comm***CLEC Acronym TXT*** with the transport of Tandem Transit Traffic as provided below.
- 12.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 2 through 6 of this Attachment. Intrado Comm***CLEC Acronym TXT*** shall deliver each Tandem Transit Traffic call to Verizon's Tandem with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.
- 12.4 Intrado Comm***CLEC Acronym TXT*** may use Tandem Transit Traffic Service only for traffic that originates on Intrado Comm***CLEC Acronym TXT***'s network and only to send traffic to an Other Carrier with whom Intrado Comm***CLEC Acronym TXT*** has a reciprocal traffic exchange arrangement (either via written agreement or mutual tariffs) that provides for the Other Carrier, to terminate or complete traffic originated by Intrado Comm***CLEC Acronym TXT*** and to bill Intrado Comm***CLEC Acronym TXT***, and not to bill Verizon, for such traffic. Intrado Comm***CLEC Acronym TXT*** agrees not to use Verizon's Tandem Transit Traffic Service to send traffic to an Other Carrier with whom Intrado Comm***CLEC Acronym TXT*** does not have such a reciprocal traffic exchange arrangement or to send traffic that does not originate on Intrado Comm***CLEC Acronym TXT***'s network.
- 12.5 Intrado Comm***CLEC Acronym TXT*** shall pay Verizon for Tandem Transit Traffic Service at the rates specified in the Pricing Attachment. Verizon will not be liable for compensation to any Other Carrier for any traffic that is transported through Verizon's Tandem and Verizon reserves the right to assess to Intrado Comm***CLEC Acronym TXT*** any additional charges or costs any Other Carrier imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. If Verizon is billed by any Other Carrier for any traffic originated by Intrado Comm***CLEC Acronym TXT***, Verizon may provide notice to Intrado Comm***CLEC Acronym TXT*** of such billing. Upon receipt of such notice, Intrado Comm***CLEC Acronym TXT*** shall immediately stop using Verizon's Tandem Transit Traffic Service to send any traffic to such Other Carrier until it has provided to Verizon certification that the Other Carrier has removed such billed charges from its bill to Verizon and that the Other Carrier will not bill Verizon for any traffic originated by Intrado Comm***CLEC Acronym TXT***. Such certification must be signed by an authorized officer or agent of the Other Carrier and must be in a form acceptable to Verizon.
- 12.6 If Intrado Comm***CLEC Acronym TXT*** uses Tandem Transit Traffic Service for traffic volumes that exceed the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of 200,000 combined minutes of use per month (a DS1 equivalent) to the subtending End Office of a particular Other Carrier for any

month (the "Threshold Level"). Intrado Comm^{***CLEC Acronym TXT***} shall use good faith efforts to establish direct interconnection with such Other Carrier and reduce such traffic volumes below the Threshold Level. If Verizon believes that Intrado Comm^{***CLEC Acronym TXT***} has not exercised good faith efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of this Agreement.

- 12.7 If Intrado Comm^{***CLEC Acronym TXT***} fails to comply with Section 12 of this Attachment, such failure shall be a material breach of a material provision of this Agreement and Verizon may exercise any and all remedies under this Agreement and Applicable Law for such breach.
- 12.8 If or when a third party carrier plans to subtend an Intrado Comm^{***CLEC Acronym TXT***} switch, then Intrado Comm^{***CLEC Acronym TXT***} shall provide written notice to Verizon at least ninety (90) days before such subtending service arrangement becomes effective so that Verizon may negotiate and establish direct interconnection with such third party carrier. Upon written request from Verizon, Intrado Comm^{***CLEC Acronym TXT***} shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Traffic Service provided by Verizon to Intrado Comm^{***CLEC Acronym TXT***} as defined in this Section such that Verizon may terminate calls to a Central Office or its equivalent of a CLEC, ILEC other than Verizon, CMRS carrier, or other LEC, that subtends an Intrado Comm^{***CLEC Acronym TXT***} Central Office or its equivalent ("Reciprocal Tandem Transit Service"). Intrado Comm^{***CLEC Acronym TXT***} shall offer such Reciprocal Transit Service arrangements under terms and conditions of an amendment to this Agreement or a separate agreement no less favorable than those provided in this Section.
- 12.9 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any carrier to which it originates, or from which it terminates, traffic.

13. Number Resources, Rate Center Areas and Routing Points

- 13.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.
- 13.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Intrado Comm^{***CLEC Acronym TXT***} shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. Intrado Comm^{***CLEC Acronym TXT***} shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.

- 13.4 Intrado Comm^{***CLEC Acronym TXT***} will also designate a Routing Point for each assigned NXX code. Intrado Comm^{***CLEC Acronym TXT***} shall designate one location for each Rate Center Area in which the Intrado Comm^{***CLEC Acronym TXT***} has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of Intrado Comm^{***CLEC Acronym TXT***} will be routed in the same manner as calls to Intrado Comm^{***CLEC Acronym TXT***}'s initial NXXs.
- 13.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Intrado Comm^{***CLEC Acronym TXT***}'s choices regarding the size of the local calling area(s) that Intrado Comm^{***CLEC Acronym TXT***} may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

14. Joint Network Implementation and Grooming Process; Forecasting

14.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia:

- 14.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01.
- 14.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- 14.1.3 disaster recovery provision escalations;
- 14.1.4 additional technically feasible Point(s) of Interconnection on Verizon's network in a LATA as provided in Section 2 of this Attachment; and
- 14.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

14.2 Trunk Forecasting Requirements.

- 14.2.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, Intrado Comm^{***CLEC Acronym TXT***} shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide the amount of traffic to be delivered to and from Verizon over each of the

Interconnection Trunk groups in the LATA over the next eight (8) quarters.

14.2.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, ~~Intrado Comm***CLEC Acronym TXT***~~ shall provide a new or revised traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide when ~~Intrado Comm***CLEC Acronym TXT***~~ develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (a) ~~Intrado Comm***CLEC Acronym TXT***~~ plans to deploy a new switch; (b) ~~Intrado Comm***CLEC Acronym TXT***~~ plans to implement a new POI or network architecture; (c) ~~Intrado Comm***CLEC Acronym TXT***~~ plans to rearrange its network; (d) ~~Intrado Comm***CLEC Acronym TXT***~~ plans to convert a One-Way Interconnection Trunk group to a Two-Way Interconnection Trunk group; (e) ~~Intrado Comm***CLEC Acronym TXT***~~ plans to convert a Two-Way Interconnection Trunk group to a One-Way Interconnection Trunk group; or (f) ~~Intrado Comm***CLEC Acronym TXT***~~ expects a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks.

14.2.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement must be prepared in good faith but are not otherwise binding on ~~Intrado Comm***CLEC Acronym TXT***~~ or Verizon.

15. Number Portability - Section 251(B)(2)

15.1 Scope.

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

15.2 Procedures for Providing LNP ("Local Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.

15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.

- 15.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.
- 15.2.3 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.
- 15.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 15.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), according to industry standards.
- 15.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 15.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es): On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; NXX codes assigned for internal testing and official use, and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 15.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

15.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at

least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.4 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations.

15.4.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

15.4.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition, the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 15.4.

15.5 Intrado Comm ~~***CLEC Acronym TXT***~~ shall submit orders to port numbers electronically using an LSR via the Verizon web Graphical User Interface ("GUI") or Electronic Data Interface ("EDI") pursuant to the instructions, business rules and guidelines set forth on the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website).

16. 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.~~

RESALE ATTACHMENT

1. General

Verizon shall provide to Intrado Comm^{***CLEC Acronym TXT***}, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Verizon's Telecommunications Services for resale by Intrado Comm^{***CLEC Acronym TXT***}; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services for resale to Intrado Comm^{***CLEC Acronym TXT***} only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to Intrado Comm^{***CLEC Acronym TXT***} to the extent that provision of such Telecommunications Service is not required by Applicable Law.

2. Use of Verizon Telecommunications Services

2.1 Verizon Telecommunications Services may be purchased by Intrado Comm^{***CLEC Acronym TXT***} under this Resale Attachment only for the purpose of resale by Intrado Comm^{***CLEC Acronym TXT***} as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by Intrado Comm^{***CLEC Acronym TXT***} for other purposes (including, but not limited to, Intrado Comm^{***CLEC Acronym TXT***}'s own use) must be purchased by Intrado Comm^{***CLEC Acronym TXT***} pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.

2.2 Intrado Comm^{***CLEC Acronym TXT***} shall not resell:

- 2.2.1 Residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business or other nonresidential Customers);
- 2.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Verizon;
- 2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon; or
- 2.2.4 Any other Verizon service in violation of a restriction stated in this Agreement (including, but not limited to, a Verizon Tariff) that is not prohibited by Applicable Law.
- 2.2.5 In addition to any other actions taken by Intrado Comm^{***CLEC Acronym TXT***} to comply with this Section 2.2, Intrado Comm^{***CLEC Acronym TXT***} shall take those actions required by Applicable Law to determine the eligibility of Intrado Comm^{***CLEC Acronym TXT***} Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. Intrado Comm^{***CLEC Acronym TXT***} shall indemnify Verizon from any Claims resulting from Intrado Comm^{***CLEC Acronym TXT***}'s failure to take such actions required by Applicable Law.

2.2.6 Verizon may perform audits to confirm Intrado Comm^{***CLEC Acronym TXT***}'s conformity to the provisions of this Section 2.2. Such audits may be performed twice per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.

2.3 Intrado Comm^{***CLEC Acronym TXT***} shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.

2.4 Intrado Comm^{***CLEC Acronym TXT***} shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services, which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services unless permitted by court or state commission decisions.

2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to Intrado Comm^{***CLEC Acronym TXT***} Customers.

3. Availability of Verizon Telecommunications Services

3.1 Verizon will provide a Verizon Telecommunications Service to Intrado Comm^{***CLEC Acronym TXT***} for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent that such Verizon Telecommunications Service is provided to Verizon's Customers.

3.2 Except as otherwise required by Applicable Law, subject to Section 3.1 of this Attachment, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw Verizon Telecommunications Services at any time, with notice to i without the consent of Intrado Comm^{***CLEC Acronym TXT***}.

3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to Intrado Comm^{***CLEC Acronym TXT***} for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by Intrado Comm^{***CLEC Acronym TXT***}.

4. Responsibility for Charges

4.1 Intrado Comm^{***CLEC Acronym TXT***} shall be responsible for and pay to Verizon all charges for any Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon, that are ordered, activated or used by Intrado Comm^{***CLEC Acronym TXT***}, Intrado Comm^{***CLEC Acronym TXT***} Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to Intrado Comm^{***CLEC Acronym TXT***} pursuant to this Resale Attachment.

4.2 Upon request by Intrado Comm~~***CLEC Acronym TXT***~~, Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by Intrado Comm~~***CLEC Acronym TXT***~~ such Verizon retail Telecommunications Service call blocking and call screening services as Verizon provides to its own end user retail Customers, where and to the extent Verizon provides such Verizon retail Telecommunications Service call blocking services to Verizon's own end user retail Customers. Intrado Comm~~***CLEC Acronym TXT***~~ understands and agrees that certain of Verizon's call blocking and call screening services are not guaranteed to block or screen all calls and that notwithstanding Intrado Comm~~***CLEC Acronym TXT***~~'s purchase of such blocking or screening services, Intrado Comm~~***CLEC Acronym TXT***~~'s end user Customers or other persons ordering, activating or using Telecommunications Services on the resold dial tone lines may complete or accept calls which Intrado Comm~~***CLEC Acronym TXT***~~ intended to block. Notwithstanding the foregoing, Intrado Comm~~***CLEC Acronym TXT***~~ shall be responsible for and shall pay Verizon all charges for Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon in accordance with the terms of Section 4.1 above.

5. Operations Matters

5.1 Facilities.

5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Verizon Telecommunications Services.

5.1.2 Verizon shall have access at all reasonable times to Intrado Comm~~***CLEC Acronym TXT***~~ Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Verizon Telecommunications Services. Intrado Comm~~***CLEC Acronym TXT***~~ shall, at Intrado Comm~~***CLEC Acronym TXT***~~'s expense, obtain any rights and authorizations necessary for such access.

5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by Intrado Comm~~***CLEC Acronym TXT***~~ or Intrado Comm~~***CLEC Acronym TXT***~~ Customers for use with Verizon Telecommunications Services.

5.2 Branding.

5.2.1 Except as stated in Section 5.2.2 of this Attachment, in providing Verizon Telecommunications Services to Intrado Comm~~***CLEC Acronym TXT***~~, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to Intrado Comm~~***CLEC Acronym TXT***~~ to use Verizon's Marks.

5.2.2 To the extent required by Applicable Law, upon request by Intrado Comm~~***CLEC Acronym TXT***~~ and at prices, terms and conditions to be negotiated by Intrado Comm~~***CLEC Acronym TXT***~~ and Verizon,

Verizon shall provide Verizon Telecommunications Services for resale that are identified by Intrado Comm***CLEC Acronym TXT***'s trade name, or that are not identified by trade name, trademark or service mark.

5.2.3 If Verizon uses a third-party contractor to provide Verizon operator services or Verizon directory assistance, Intrado Comm***CLEC Acronym TXT*** will be responsible for entering into a direct contractual arrangement with the third-party contractor at Intrado Comm***CLEC Acronym TXT***'s expense (a) to obtain identification of Verizon operator services or Verizon directory assistance purchased by Intrado Comm***CLEC Acronym TXT*** for resale with Intrado Comm***CLEC Acronym TXT***'s trade name, or (b) to obtain removal of Verizon Marks from Verizon operator services or Verizon directory assistance purchased by Intrado Comm***CLEC Acronym TXT*** for resale.

6. Rates and Charges

The rates and charges for Verizon Telecommunication Services purchased by Intrado Comm***CLEC Acronym TXT*** for resale pursuant to this Attachment shall be as provided in this Attachment and the Pricing Attachment.

7. 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. The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.~~

NETWORK ELEMENTS ATTACHMENT

1. General

- 1.1 Verizon shall provide to Intrado Comm^{***CLEC Acronym TXT***}, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of the Federal Unbundling Rules, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations), and UNEs commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide access to unbundled Network Elements (UNEs), Combinations, and Commingling to Intrado Comm^{***CLEC Acronym TXT***} under the terms of this Agreement only to the extent required by the Federal Unbundling Rules and may decline to provide access to UNEs, Combinations, or Commingling to Intrado Comm^{***CLEC Acronym TXT***} to the extent that provision of such UNEs, Combinations, or Commingling is not required by the Federal Unbundling Rules.
- 1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by the Federal Unbundling Rules. Except as otherwise required by this Agreement and the Federal Unbundling Rules: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are already available in Verizon's network; and (b) Verizon shall have no obligation to construct, modify, or deploy facilities or equipment to offer any UNE or Combination.
- 1.3 Intrado Comm^{***CLEC Acronym TXT***} may use a UNE or Combination only for those purposes for which Verizon is required by the Federal Unbundling Rules to provide such UNE or Combination to Intrado Comm^{***CLEC Acronym TXT***}. Without limiting the foregoing, Intrado Comm^{***CLEC Acronym TXT***} may not access a UNE or Combination for the exclusive provision of Mobile Wireless Services or Interexchange Services. For purposes of this section, "Interexchange Services" shall have the meaning set forth in the Triennial Review Remand Order and subsequent applicable FCC orders.
- 1.3.1 Verizon shall not be obligated to provide to Intrado Comm^{***CLEC Acronym TXT***}, and Intrado Comm^{***CLEC Acronym TXT***} shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.4 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under the Federal Unbundling Rules, or (ii) a Network Element Verizon is required by the Federal Unbundling Rules to provide to Intrado Comm^{***CLEC Acronym TXT***} on an unbundled basis or in combination with other Network Elements.

1.5 If as the result of Intrado Comm^{***CLEC Acronym TXT***} Customer actions (e.g., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Intrado Comm^{***CLEC Acronym TXT***} Customer premises, Intrado Comm^{***CLEC Acronym TXT***} will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Customer Not Ready Charge provided for in the Pricing Attachment (or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff or in the Pricing Attachment).

1.6 Absence or Cessation of Unbundling Obligation and Related Provisions. The following provisions shall apply notwithstanding any other provision of this Agreement or any Verizon Tariff or SGAT:

1.6.1 Discontinued Facilities.

1.6.1.1 Verizon may cease offering or providing Intrado Comm^{***CLEC Acronym TXT***} with access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Verizon has not already ceased offering or providing unbundled access to a particular Discontinued Facility that is a Discontinued Facility as of the Effective Date, Verizon may cease offering or providing unbundled access to such Discontinued Facility immediately upon the Effective Date without further notice to Intrado Comm^{***CLEC Acronym TXT***}. Subject to Section 1.7 below, if a facility on or at any time after the Effective Date is or becomes a Discontinued Facility, Verizon, to the extent it has not already ceased providing unbundled access to such Discontinued Facility, and provided it has given at least ninety (90) days written notice of discontinuance in cases where it has not already ceased providing such access, will continue to provide unbundled access to such Discontinued Facility under the Agreement only through the effective date of the notice of discontinuance, and not beyond that date.

1.6.1.2 Where Verizon is permitted to cease providing a Discontinued Facility pursuant to Section 1.6.1 above and Intrado Comm^{***CLEC Acronym TXT***} has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so, may disconnect the subject Discontinued Facility without further notice to Intrado Comm^{***CLEC Acronym TXT***}. In lieu of disconnecting the subject Discontinued Facility in the foregoing circumstances, Verizon, in its sole discretion, may elect to: (a) convert the subject Discontinued Facility to an arrangement available under a Verizon access tariff (in which case month-to-month rates shall apply unless a different rate applies under an applicable special access

term/volume plan or other special access tariff arrangement in which Intrado Comm^{***CLEC Acronym TXT***} is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Intrado Comm^{***CLEC Acronym TXT***}, or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access tariff (at month-to-month rates unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which ~~***CLEC Acronym TXT***~~ Intrado Comm is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Intrado Comm^{***CLEC Acronym TXT***}; provided, however, that Verizon may disconnect the subject Discontinued Facility (or the replacement service to which the Discontinued Facility has been converted) if Intrado Comm^{***CLEC Acronym TXT***} fails to pay when due any applicable new rate or surcharge billed by Verizon.

1.7 TRRO Certification and Related Provisions.

1.7.1 TRRO Certification. Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that Intrado Comm^{***CLEC Acronym TXT***} seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), Intrado Comm^{***CLEC Acronym TXT***} must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, Intrado Comm^{***CLEC Acronym TXT***}'s request is consistent with the requirements of the TRRO and that Intrado Comm^{***CLEC Acronym TXT***} is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. Intrado Comm^{***CLEC Acronym TXT***} shall provide such certification using the automated method that Verizon makes available for that purpose. Intrado Comm^{***CLEC Acronym TXT***}'s reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired UNE Wire Centers that Verizon makes or has made available to Intrado Comm^{***CLEC Acronym TXT***} by notice and/or by publication on Verizon's wholesale website (the "Wire Center List") and any back-up data that Verizon provides or has provided to Intrado Comm^{***CLEC Acronym TXT***} under a non-disclosure agreement or that is otherwise available to Intrado Comm^{***CLEC Acronym TXT***}.

1.7.2 Provision-then-Dispute Requirements.

1.7.2.1 Upon receiving a request from Intrado Comm^{***CLEC Acronym TXT***} for unbundled access to a TRRO Certification Element and the certification required by Section 1.7.1 above, and except as provided in Section 1.7.2.3 below, Verizon shall process the request in accordance with any applicable standard intervals. If

Verizon wishes to challenge Intrado Comm^{***CLEC Acronym TXT***}'s right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), then (except as provided in Section 1.7.2.3 below) Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through such other dispute resolution process that Verizon elects to invoke under the dispute resolution provisions of this Agreement.

1.7.2.2 If a dispute pursuant to section 1.7.2.1 above is resolved in Verizon's favor, then Intrado Comm^{***CLEC Acronym TXT***} shall compensate Verizon for the additional charges that would apply if Intrado Comm^{***CLEC Acronym TXT***} had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff (except as provided in section 1.7.2.2.1 below as to Dark Fiber Transport) and any other applicable charges, applicable back to the date of provisioning (including, but not limited to, late payment charges for the unpaid difference between UNE and access tariff rates). The month-to-month rates shall apply until such time as Intrado Comm^{***CLEC Acronym TXT***} requests disconnection of the subject facility or an alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

1.7.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that Intrado Comm^{***CLEC Acronym TXT***} shall be obligated to pay, for each circuit shall be the charges for the commercial service that Verizon, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Verizon may, without further notice, disconnect the subject dark fiber facility within thirty (30) days of the date on which the dispute is resolved in Verizon's favor. In any case where Intrado Comm^{***CLEC Acronym TXT***}, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Verizon shall continue to provide the Dark Fiber Transport facility at the rates specified above, but only for the duration of the standard interval for installation of the "lit" service.

1.7.2.3 Notwithstanding any other provision of the Agreement, Verizon may reject an Intrado Comm^{***CLEC Acronym TXT***} order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where Intrado Comm^{***CLEC Acronym TXT***}'s order conflicts with a

provision of a Verizon Tariff, (b) in any case where Intrado Comm^{***CLEC Acronym TXT***}'s order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Verizon has made available to Intrado Comm^{***CLEC Acronym TXT***} by notice and/or by publication on Verizon's wholesale website, (c) in any case where Intrado Comm^{***CLEC Acronym TXT***}'s order conflicts with a non-impaired UNE Wire Center designation that the Commission or the FCC has ordered or approved or that has otherwise been confirmed through previous dispute resolution (regardless of whether Intrado Comm^{***CLEC Acronym TXT***} was a party to such dispute resolution), or (d) as otherwise permitted under the Federal Unbundling Rules (including, but not limited to, upon a determination by the Commission, the FCC, or a court of competent jurisdiction that Verizon may reject orders for TRRO Certification Elements without first seeking dispute resolution).

- 1.8 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of this Agreement, any negotiations regarding any UNE-replacement arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules (including without limitation any arrangement, facility, service or the like that Verizon offers under an access tariff) shall be deemed not to have been conducted pursuant to the Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration or other requirements under to 47 U.S.C. § 252(b). Any reference in this Attachment to Verizon's provision of a arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed to require or permit: (a) arbitration pursuant to 47 U.S.C. § 252(b) of the rates, terms, or conditions upon which Verizon may provide such arrangement, facility, service or the like, or (b) application of 47 U.S.C. § 252 in any other respect.

2. Verizon's Provision of Network Elements

Subject to the conditions set forth in Section 1 of this Attachment, in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide Intrado Comm^{***CLEC Acronym TXT***} access to the following:

- 2.1 Loops, as set forth in Section 3 of this Attachment;
- 2.2 Line Splitting (also referred to as "Loop Sharing"), as set forth in Section 4 of this Attachment;
- 2.3 [Intentionally Left Blank];
- 2.4 Sub-Loops, as set forth in Section 6 of this Attachment;
- 2.5 Sub-Loop for Multiunit Tenant Premises Access, as set forth in Section 7 of this Attachment;
- 2.6 Dark Fiber Transport (sometimes referred to as "Dark Fiber IOF"), as set forth in Section 8 of this Attachment;
- 2.7 Network Interface Device, as set forth in Section 9 of this Attachment;

- 2.8 [Intentionally Left Blank];
- 2.9 Dedicated Transport (may also be referred to as "Interoffice Transmission Facilities") (or "IOF"), as set forth in Section 11 of this Attachment;
- 2.10 [Intentionally Left Blank];
- 2.11 Operations Support Systems, as set forth in Section 13 of this Attachment; and
- 2.12 Other UNEs in accordance with Section 14 of this Attachment.

3. Loop Transmission Types

3.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall allow Intrado Comm~~***CLEC Acronym TXT***~~ to access Loops unbundled from local switching and local transport, in accordance with this Section 3 and the rates and charges provided in the Pricing Attachment. Verizon shall allow Intrado Comm~~***CLEC Acronym TXT***~~ access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules. Subject to the foregoing and the provisions regarding FTTP Loops, in Section 3.5 below, and Hybrid Loops, in Section 3.6 below, the available Loop types are as set forth below:

- 3.1.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Verizon Technical Reference (TR)-72565, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
- 3.1.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
- 3.1.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code. This Loop type is more fully described in American National Standards Institute (ANSI) T1.601-1998 and Verizon TR 72575, as revised from time-to-time. In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment. The 2-Wire ISDN Digital Grade Loop is available only in the former Bell Atlantic Service Areas. In the former

GTE Service Areas only, Intrado Comm***CLEC Acronym TXT*** may order a 2-Wire Digital Compatible Loop using 2-wire ISDN ordering codes to provide similar capability. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.

- 3.1.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, as revised from time-to-time, must be met. The 2-Wire ADSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Intrado Comm***CLEC Acronym TXT*** may order a 2-Wire Digital Compatible Loop using 2-wire ADSL ordering codes to provide similar capability.
- 3.1.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 2-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. The 2-Wire HDSL-Compatible Loop is available only in the former Bell Atlantic Service areas. In the former GTE Service Areas only, Intrado Comm***CLEC Acronym TXT*** may order a 2-Wire Digital Compatible Loop using 2-Wire HDSL ordering codes to provide similar capability. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 4-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.7 "2-Wire DSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This Loop is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical

characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. This loop cannot be provided via UDLC. The 2-Wire IDSL-Compatible Metallic Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Intrado Comm***CLEC Acronym TXT*** may order a 2-Wire Digital Compatible Loop using ISDN ordering codes to provide similar capability. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.

- 3.1.8 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This Loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. The 2-Wire SDSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Intrado Comm***CLEC Acronym TXT*** may order a 2-Wire Digital Compatible Loop to provide similar capability. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.9 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to Intrado Comm***CLEC Acronym TXT*** in accordance with, and subject to, the technical specifications set forth in Verizon TR-72575, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
- 3.1.10 "DS1 Loops" provide a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS1 Loop includes the electronics necessary to provide the DS1 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS1 transmission rate are not available for the requested DS1 Loop, then Verizon will not install new electronics except to the extent required in Section 17 of this Attachment. Verizon will not build new facilities and will not modify existing facilities except to the extent required in Section 17 of this Attachment. If the electronics necessary to provide Clear Channel (B8ZS) signaling are at the requested installation date available for a requested DS1 Loop, upon request by Intrado Comm***CLEC Acronym TXT***, the DS1 Loop will be furnished with Clear Channel (B8ZS) signaling. Verizon will not install new electronics to furnish Clear Channel (B8ZS) signaling. For purposes of provisions implementing any right Verizon

may have to cease providing unbundled access to DS1-capacity Loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS1 Loop" further includes any type of Loop described in Section 3.1 of the Network Elements Attachment that provides a digital transmission channel suitable for the transport of 1.544 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS1 Loop set forth in this section.

3.1.11 "DS3 Loops" will support the transmission 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. The DS3 Loop includes the electronics necessary to provide the DS3 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS3 transmission rate are not available for the requested DS3 Loop, then Verizon will not install new electronics except to the extent required in Section 17 of this Attachment. Verizon will not build new facilities and will not modify existing facilities except to the extent required in Section 17 of this Attachment. For purposes of provisions implementing any right Verizon may have to cease providing unbundled access to DS3-capacity loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS3 Loop" further includes any type of Loop described in Section 3.1 of the Network Elements Attachment that provides a digital transmission channel suitable for the transport of 44.736 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS3 Loop set forth in this section.

3.1.12 In the former Bell Atlantic Service Areas only, "Digital Designed Loops" are comprised of designed loops that meet specific Intrado Comm***CLEC Acronym TXT*** requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for:

3.1.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;

3.1.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");

3.1.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");

3.1.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;

3.1.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;

3.1.12.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;

3.1.12.7 a 2W SDSL Loop with an option to remove bridged tap; and

- 3.1.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap;
- 3.1.13 Verizon shall make Digital Designed Loops available Intrado Comm***CLEC Acronym TXT*** at the rates as set forth in the Pricing Attachment.
- 3.1.14 In the former GTE Service Areas only, "Conditioned Loops" are comprised of designed loops that meet specific Intrado Comm***CLEC Acronym TXT*** requirements for metallic loops over 12k ft. or for conditioning of 2-wire or 4-wire digital or BRI ISDN Loops. "Conditioned Loops" may include requests for:
- 3.1.14.1 a 2W Digital Loop with a total loop length of 12k to 30k ft., unloaded, with the option to remove bridged tap (such a Loop, unloaded, with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
- 3.1.14.2 a 2W Digital Loop of 12k to 18k ft. with an option to remove load coils and/or bridged tap (such a Loop with load coils and/or bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
- 3.1.14.3 a 2W Digital or 4W Digital Loop of less than 12k ft. with an option to remove bridged tap (such a 2W Loop with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
- 3.1.14.4 a 2W Digital Loop with Verizon-placed ISDN loop extension electronics (such a Loop with ISDN loop extension electronics so placed shall be deemed to be a "2W Digital Compatible Loop").
- 3.1.15 Verizon shall make Conditioned Loops available to Intrado Comm***CLEC Acronym TXT*** at the rates as set forth in the Pricing Attachment.
- 3.2 The following ordering procedures shall apply to xDSL Compatible Loops, Digital Designed and Conditioned Loops:
- 3.2.1 Intrado Comm***CLEC Acronym TXT*** shall place orders for xDSL Compatible Loops, Digital Designed and Conditioned Loops by delivering to Verizon a valid electronic transmittal Service Order or other mutually agreed upon type of Service Order. Such Service Order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
- 3.2.2 In former Bell Atlantic Service Areas, Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with xDSL Compatible or BRI ISDN signals. The results of this survey will be stored in a mechanized database and made available to Intrado Comm***CLEC Acronym TXT*** as the process is completed in each Central Office. Intrado Comm***CLEC Acronym TXT*** must utilize this mechanized loop qualification database, where available, in

advance of submitting a valid electronic transmittal Service Order for an xDSL Compatible or BRI ISDN Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment. In former GTE Service Areas, Verizon provides access to mechanized xDSL loop qualification information to help identify those loops that meet applicable technical characteristics for compatibility with xDSL Services that the CLEC may wish to offer to its end user Customers. Intrado Comm~~***CLEC Acronym TXT***~~ must access Verizon's mechanized loop qualification system through the use of the on-line computer interface at www.verizon.com/wise in advance of submitting a valid electronic transmittal Service Order for xDSL service arrangements. The loop qualification information provided by Verizon gives ~~***CLEC Acronym TXT***~~ Intrado Comm the ability to determine loop composition and loop length, and may provide other loop characteristics, when present, that may indicate incompatibility with xDSL Services such as load coils or Digital Loop Carrier. Information provided by the mechanized loop qualification system also indicates whether loop conditioning may be necessary. It is the responsibility of Intrado Comm~~***CLEC Acronym TXT***~~ to evaluate the loop qualification information provided by Verizon and determine whether a loop meets Intrado Comm~~***CLEC Acronym TXT***~~ requirements for xDSL Service, including determining whether conditioning should be ordered, prior to submitting an Order.

3.2.3 If the Loop is not listed in the mechanized database described in Section 3.2.2 of this Attachment, Intrado Comm~~***CLEC Acronym TXT***~~ must request a manual loop qualification, where such qualification is available, prior to submitting a valid electronic Service Order for an xDSL Compatible or BRI ISDN Loop. In general, Verizon will complete a manual loop qualification request within three (3) Business Days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events. The manual loop qualification process is currently available in the former Bell Atlantic Service Areas only.

3.2.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Intrado Comm~~***CLEC Acronym TXT***~~ may request an Engineering Query, where available, as described in Section 3.2.7 of this Attachment, to determine whether the result is due to characteristics of the loop itself (e.g., specific number and location of bridged taps, the specific number of load coils, or the gauge of the cable).

3.2.5 Once a Loop has been pre-qualified, Intrado Comm~~***CLEC Acronym TXT***~~ will submit a Service Order pursuant to Section 3.2.1 of this Attachment if it wishes to obtain the Loop.

3.2.5.1 If the Loop is determined to be xDSL Compatible and if the Loop serving the serving address is usable and available to be assigned as a xDSL Compatible Loop, Verizon will initiate standard Loop provisioning and installation processes, and standard Loop provisioning intervals will apply.

- 3.2.5.2 If the Loop is determined to be xDSL Compatible, but the Loop serving the service address is unusable or unavailable to be assigned as an xDSL Compatible Loop, Verizon will search the Customer's serving terminal for a suitable spare facility. If an xDSL Compatible Loop is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL Compatible Loop facility serving the same location. Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in the Pricing Attachment.
- 3.2.6 If Intrado Comm***CLEC Acronym TXT*** submits a Service Order for an xDSL Compatible or BRI ISDN Loop that has not been prequalified, Verizon will query the Service Order back to Intrado Comm***CLEC Acronym TXT*** for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If Intrado Comm***CLEC Acronym TXT*** submits a Service Order for an xDSL Compatible or BRI ISDN Loop that is, in fact, not compatible with the requested service (e.g. ADSL, HDSL etc.) in its existing condition, Verizon will respond back to Intrado Comm***CLEC Acronym TXT*** with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).
- 3.2.7 Where Intrado Comm***CLEC Acronym TXT*** has followed the prequalification procedure described above and has determined that a Loop is not compatible with xDSL technologies or BRI ISDN service in its existing condition, it may either request an Engineering Query, where available, to determine whether conditioning may make the Loop compatible with the applicable service; or if Intrado Comm***CLEC Acronym TXT*** is already aware of the conditioning required (e.g., where Intrado Comm***CLEC Acronym TXT*** has previously requested a qualification and has obtained loop characteristics), Intrado Comm***CLEC Acronym TXT*** may submit a Service Order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.2 of this Attachment upon receipt of Intrado Comm***CLEC Acronym TXT***'s valid, accurate and pre-qualified Service Order for a Digital Designed Loop.
- 3.2.8 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by Intrado Comm***CLEC Acronym TXT***, an interval of eighteen (18) Business Days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

3.2.8.1 Three (3) Business Days will be required following receipt of Intrado Comm~~***CLEC Acronym TXT***~~'s valid, accurate and pre-qualified Service Order for a Digital Designed or Conditioned Loop to analyze the loop and related plant records and to create an Engineering Work Order.

3.2.8.2 Upon completion of an Engineering Work Order, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by Intrado Comm~~***CLEC Acronym TXT***~~. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) Business Days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

3.2.9 If Intrado Comm~~***CLEC Acronym TXT***~~ requires a change in scheduling, it must contact Verizon to issue a supplement to the original Service Order. If Intrado Comm~~***CLEC Acronym TXT***~~ cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Intrado Comm~~***CLEC Acronym TXT***~~ shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If Intrado Comm~~***CLEC Acronym TXT***~~ cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Intrado Comm~~***CLEC Acronym TXT***~~ shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.

3.3 Conversion of Live Telephone Exchange Service to Analog 2W Loops.

3.3.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to Intrado Comm~~***CLEC Acronym TXT***~~ Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops) to be provided by Verizon to Intrado Comm~~***CLEC Acronym TXT***~~.

3.3.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If Intrado Comm~~***CLEC Acronym TXT***~~ does not request a coordinated cutover, Verizon will process Intrado Comm~~***CLEC Acronym TXT***~~'s order as a new installation subject to applicable standard provisioning intervals.

3.3.1.2 Intrado Comm~~***CLEC Acronym TXT***~~ shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from Intrado Comm~~***CLEC Acronym TXT***~~ the date and time for the

conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, Intrado Comm***CLEC Acronym TXT*** and Verizon shall mutually agree on a New Conversion Time, as defined below. Intrado Comm***CLEC Acronym TXT*** shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) Business Days of Verizon's receipt of such valid LSR, or as otherwise required by the Federal Unbundling Rules, Verizon shall provide Intrado Comm***CLEC Acronym TXT*** the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.

- 3.3.1.3 Intrado Comm***CLEC Acronym TXT*** shall provide dial tone at the Intrado Comm***CLEC Acronym TXT*** collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.
- 3.3.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a Business Day, and any two New Conversion Times for a particular Analog 2W Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.
- 3.3.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:
- 3.3.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be credited upon request from Intrado Comm***CLEC Acronym TXT***; and
- 3.3.1.5.2 If Intrado Comm***CLEC Acronym TXT*** requests to reschedule outside the one (1) hour time frame above, Intrado Comm***CLEC Acronym TXT*** shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.
- 3.3.1.6 If Intrado Comm***CLEC Acronym TXT*** is not ready to accept service at the Scheduled Conversion Time or at a

New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and Intrado Comm~~***CLEC Acronym TXT***~~ will reschedule and, upon request from Intrado Comm~~***CLEC Acronym TXT***~~, Verizon will credit the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

- 3.3.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Intrado Comm~~***CLEC Acronym TXT***~~ is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.
- 3.3.1.8 Conversions involving LNP will be completed according to North American Numbering Council (NANC) standards, via the regional Number Portability Administration Center (NPAC).
- 3.3.1.9 If Intrado Comm~~***CLEC Acronym TXT***~~ requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

3.4 [Intentionally Left Blank].

3.5 FTTP Loops.

- 3.5.1 New Builds. Notwithstanding any other provision of the Agreement or any Verizon Tariff, Intrado Comm~~***CLEC Acronym TXT***~~ shall not be entitled to obtain access to a FTTP Loop, or any segment thereof, on an unbundled basis when Verizon deploys such a Loop to the Customer premises of an end user that has not been served by any Verizon Loop other than a FTTP Loop.
- 3.5.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Verizon Tariff, if (a) Verizon deploys an FTTP Loop to replace a copper Loop previously used to serve a particular end user's customer premises, and (b) Verizon retires that copper Loop and there are no other available copper Loops or Hybrid Loops for Intrado Comm~~***CLEC Acronym TXT***~~'s provision of a voice grade service to that end user's customer premises, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide Intrado Comm~~***CLEC Acronym TXT***~~ with nondiscriminatory access on an unbundled basis to a transmission path capable of providing DS0 voice grade service to that end user's customer premises.

3.6 Hybrid Loops.

- 3.6.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of this Agreement or any Verizon Tariff or SGAT, Intrado Comm***CLEC Acronym TXT*** shall not be entitled to obtain access to the Packet Switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis.
- 3.6.2 Broadband Services. Subject to the conditions set forth in Section 1 of this Attachment, when Intrado Comm***CLEC Acronym TXT*** seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide Intrado Comm***CLEC Acronym TXT*** with unbundled access to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (but only where impairment has been found to exist, which, for the avoidance of any doubt, does not include instances where Verizon is not required to provide unbundled access to a DS1 Loop or a DS3 Loop under Section 1 of this Attachment) to establish a complete time division multiplexing transmission path between the main distribution frame (or equivalent) in a Verizon End Office serving an end user to the demarcation point at the end user's Customer premises. This access includes access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
- 3.6.3 Narrowband Services. Subject to the conditions set forth in Section 1 of this Attachment, when Intrado Comm***CLEC Acronym TXT*** seeks access to a Hybrid Loop for the provision to its Customer of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall, in its sole discretion, either (a) provide access to a spare home-run copper Loop serving that Customer on an unbundled basis, or (b) provide access, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving End Office and the end user's Customer premises, using time division multiplexing technology.
- 3.6.4 IDLC Hybrid Loops and Loops Provisioned via Loop Concentrator. Subject to the conditions set forth in Section 1 of this Attachment, if Intrado Comm***CLEC Acronym TXT*** requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop) or via Remote Switching technology deployed as a Loop concentrator Verizon shall, in accordance with but only to the extent required by the Federal Unbundling Rules, provide Intrado Comm***CLEC Acronym TXT*** unbundled access to a Loop capable of voice-grade service to the end user Customer served by the Hybrid Loop.
- 3.6.4.1 Verizon will endeavor to provide Intrado Comm***CLEC Acronym TXT*** with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

3.6.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of Intrado Comm^{***CLEC Acronym TXT***}, provide unbundled access to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving End Office and the end user's Customer premises via such technically feasible alternative that Verizon in its sole discretion may elect to employ. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, Intrado Comm^{***CLEC Acronym TXT***} shall be responsible for any of the following charges that apply in the event the technically feasible option involves construction, installation, or modification of facilities: (a) an engineering query charge for preparation of a price quote; (b) upon Intrado Comm^{***CLEC Acronym TXT***}'s submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by Intrado Comm^{***CLEC Acronym TXT***} after construction work has started, Intrado Comm^{***CLEC Acronym TXT***} shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.

3.6.4.3 Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.6.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.

4. Line Splitting (also referred to as "Loop Sharing")

- 4.1 Line Splitting is a process in which one CLEC provides narrowband voice service over the low frequency portion of an unbundled copper Loop obtained from Verizon (such CLEC may be referred to as the "VLEC") and a second CLEC provides digital subscriber line service over the high frequency portion of that same Loop (such CLEC may be referred to as the "DLEC"). Line Splitting is accomplished through the use of a splitter collocated at the Verizon central office where the Loop terminates into a distribution frame or its equivalent.
- 4.2 Subject to the conditions set forth in Section 1 of this Attachment, Intrado Comm^{***CLEC Acronym TXT***} may engage in Line Splitting, in accordance with this Section 4 and the rates and charges provided for in the Pricing Attachment. Verizon shall provide access to Line Splitting in accordance with, but only to the extent required by, the Federal Unbundling Rules.
- 4.3 Any Line Splitting between Intrado Comm^{***CLEC Acronym TXT***} and another CLEC shall be accomplished by prior negotiated arrangement between Intrado Comm^{***CLEC Acronym TXT***} and the other CLEC. Intrado Comm^{***CLEC Acronym TXT***} shall give Verizon written notice of this arrangement through the Verizon Partner Solutions Local Service Customer Profile Form (formerly referred to as the Verizon Wholesale Local Service Customer Profile Form) on the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website), or such other electronic notice mechanism that Verizon may make available, at least thirty (30) days prior to placing an order for a Line Splitting arrangement with such other CLEC. The other CLEC must have an interconnection agreement with Verizon that permits it to engage in Line Splitting

with Intrado Comm^{***CLEC Acronym TXT***}. The VLEC shall be responsible for all rates and charges associated with the subject Loop as well as rates and charges associated with the DLEC's use of the high frequency portion of the Loop, including, but not limited to, service order charges, provisioning and installation charges, central office wiring, loop qualification charges, and OSS charges.

- 4.4 In order to facilitate Intrado Comm^{***CLEC Acronym TXT***}'s engaging in Line Splitting pursuant to this Section 4, Intrado Comm^{***CLEC Acronym TXT***} may order for use in a Line Splitting arrangement, those Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, appropriate for Line Splitting, that are offered to Intrado Comm^{***CLEC Acronym TXT***} by Verizon under the other sections of this Agreement. Such Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to Intrado Comm^{***CLEC Acronym TXT***} in accordance with, and subject to, the rates and charges and other provisions of this Agreement and Verizon's applicable Tariffs. Verizon shall be obligated to provide Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, for Line Splitting only to the extent required by the Federal Unbundling Rules.
- 4.5 Intrado Comm^{***CLEC Acronym TXT***} and/or the other participating CLEC shall provide any splitters and/or Digital Subscriber Line Access Multiplexers used in a Line Splitting arrangement.
- 4.6 The standard provisioning interval for the Line Splitting arrangement shall be as set out in the Verizon Product Interval Guide; provided that the standard provisioning interval for a Line Splitting arrangement shall not exceed the shortest of the following intervals: (1) the standard provisioning interval for a Line Splitting arrangement if stated in an applicable Verizon Tariff; or, (2) the standard provisioning interval for a Line Splitting arrangement, if any, established in accordance with the Federal Unbundling Rules. The standard provisioning interval for a Line Splitting arrangement shall commence only after any required engineering and conditioning tasks have been completed. The standard provisioning interval shall not apply where a Line and Station Transfer is performed.
- 4.7 Verizon shall not be liable for any claims, damages, penalties, liabilities or the like of any kind for disruptions to either Intrado Comm^{***CLEC Acronym TXT***}'s or the other CLEC's respective voice or data services over a Line Splitting arrangement.

5. [This Section Intentionally Left Blank]

6. Sub-Loop

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm^{***CLEC Acronym TXT***}, Verizon shall allow Intrado Comm^{***CLEC Acronym TXT***} to access Sub-Loops unbundled from local switching and transport, in accordance with the terms of this Section 6 and the rates and charges set forth in the Pricing Attachment. Verizon shall allow Intrado Comm^{***CLEC Acronym TXT***} access to Sub-Loops in accordance with, but only to the extent required by, the Federal Unbundling Rules. The available Sub-Loop types are as set forth below.

6.1 Unbundled Sub-Loop Arrangement– Distribution (USLA):

Subject to the conditions set forth in Section 1 of this Attachment and upon

request by Intrado Comm^{***CLEC Acronym TXT***}, Verizon shall provide Intrado Comm^{***CLEC Acronym TXT***} with access to a Sub-Loop Distribution Facility in accordance with, and subject to, the terms and provisions of this Section 6.1, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Verizon's applicable Tariffs. Verizon shall provide Intrado Comm^{***CLEC Acronym TXT***} with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, the Federal Unbundling Rules.

6.1.1 Intrado Comm^{***CLEC Acronym TXT***} may request that Verizon reactivate (if available) an unused drop and NID or provide Intrado Comm^{***CLEC Acronym TXT***} with access to a drop and NID that, at the time of Intrado Comm^{***CLEC Acronym TXT***}'s request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).

6.1.2 Upon site-specific request, Intrado Comm^{***CLEC Acronym TXT***} may obtain access to the Sub-Loop Distribution Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for in the Pricing Attachment. It is not technically feasible to access the Sub-Loop Distribution Facility if a technician must access the facility by removing a splice case to reach the wiring within the cable. Intrado Comm^{***CLEC Acronym TXT***} may obtain access to a Sub-Loop Distribution Facility through any method required by the Federal Unbundling Rules, in addition to existing methods such as from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if Intrado Comm^{***CLEC Acronym TXT***} is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of Intrado Comm^{***CLEC Acronym TXT***} at such terminal. If Intrado Comm^{***CLEC Acronym TXT***} obtains access to a Sub-Loop Distribution Facility from a TOPIC, Intrado Comm^{***CLEC Acronym TXT***} shall install a TOPIC on an easement or Right of Way obtained by Intrado Comm^{***CLEC Acronym TXT***} within 100 feet of the Verizon FDI to which such Sub-Loop Distribution Facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and an Intrado Comm^{***CLEC Acronym TXT***} TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by Intrado Comm^{***CLEC Acronym TXT***} for any of Intrado Comm^{***CLEC Acronym TXT***}'s electronics in the TOPIC. Intrado Comm^{***CLEC Acronym TXT***} shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

6.1.3 Intrado Comm^{***CLEC Acronym TXT***} may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Intrado Comm^{***CLEC Acronym TXT***}, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether the Sub-Loop Distribution Facility has loading and

bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.

- 6.1.4 To order access to a Sub-Loop Distribution Facility from a TOPIC, Intrado Comm^{***CLEC Acronym TXT***} must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to an Intrado Comm^{***CLEC Acronym TXT***} TOPIC. To make such a request, Intrado Comm^{***CLEC Acronym TXT***} must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which Intrado Comm^{***CLEC Acronym TXT***} wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of Intrado Comm^{***CLEC Acronym TXT***}'s demand for access to Sub-Loop Distribution Facilities at the requested FDI. Intrado Comm^{***CLEC Acronym TXT***} must submit the application fee set forth in the Pricing Attachment attached hereto and Verizon's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution Facility Interconnection Application. Intrado Comm^{***CLEC Acronym TXT***} must submit Sub-Loop Interconnection Applications to:

[For VZEast States]:

Collocation Applications
Verizon
Room 503
185 Franklin Street
Boston, MA 02110
E-Mail: collocation.applications@Verizon.com

[For VZWest States]:

Intrado Communications Inc.^{***CLEC Acronym TXT***}'s Account Manager

- 6.1.5 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Verizon shall provide to Intrado Comm^{***CLEC Acronym TXT***} a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").
- 6.1.6 Intrado Comm^{***CLEC Acronym TXT***} shall pay to Verizon fifty percent (50%) which is refundable to Intrado in the event an order is withdrawn, of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of Intrado Comm^{***CLEC Acronym TXT***}'s receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order

until Verizon has received such payment except to provide the time frame for such installation. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if Intrado Comm^{***CLEC Acronym TXT***} breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide Intrado Comm^{***CLEC Acronym TXT***} with access to a Sub-Loop Distribution Facility, Verizon shall bill Intrado Comm^{***CLEC Acronym TXT***}, and Intrado Comm^{***CLEC Acronym TXT***} shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.

- 6.1.7 After Verizon has completed the installation of the interconnecting cable to an Intrado Comm^{***CLEC Acronym TXT***} TOPIC and Intrado Comm^{***CLEC Acronym TXT***} has paid the full cost of such installation, Intrado Comm^{***CLEC Acronym TXT***} can request the connection of Verizon Sub-Loop Distribution Facilities to the Intrado Comm^{***CLEC Acronym TXT***} TOPIC. At the same time, Intrado Comm^{***CLEC Acronym TXT***} shall advise Verizon of the services that Intrado Comm^{***CLEC Acronym TXT***} plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. Intrado Comm^{***CLEC Acronym TXT***} shall run any crosswires within the TOPIC.
- 6.1.8 If Intrado Comm^{***CLEC Acronym TXT***} requests that Verizon reactivate an unused drop and NID, then Intrado Comm^{***CLEC Acronym TXT***} shall provide dial tone (or its DSL equivalent) on the Intrado Comm^{***CLEC Acronym TXT***} side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution Facility to the Intrado Comm^{***CLEC Acronym TXT***} dial tone or equivalent from the TOPIC. If Intrado Comm^{***CLEC Acronym TXT***} requests that Verizon provide Intrado Comm^{***CLEC Acronym TXT***} with access to a Sub-Loop Distribution Facility that, at the time of Intrado Comm^{***CLEC Acronym TXT***}'s request, Verizon is using to provide service to a Customer, then, after Intrado Comm^{***CLEC Acronym TXT***} has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution Facility using the "loop through" approach. On the due date, Intrado Comm^{***CLEC Acronym TXT***} shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit Intrado Comm^{***CLEC Acronym TXT***}'s LNP request.
- 6.1.9 Verizon will not provide access to a Sub-Loop Distribution Facility if Verizon is using the loop of which the Sub-Loop Distribution Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

- 6.1.10 Verizon shall provide Intrado Comm^{***CLEC Acronym TXT***} with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals
- 6.1.11 Verizon shall repair and maintain a Sub-Loop Distribution Facility at the request of Intrado Comm^{***CLEC Acronym TXT***} and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. Intrado Comm^{***CLEC Acronym TXT***} accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) Intrado Comm^{***CLEC Acronym TXT***} reports to Verizon a Customer trouble, (b) Intrado Comm^{***CLEC Acronym TXT***} requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution Facility facilities or equipment in whole or in part, Intrado Comm^{***CLEC Acronym TXT***} shall pay Verizon the charges set forth in the Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by Intrado Comm^{***CLEC Acronym TXT***} is not available at the appointed time. If as the result of Intrado Comm^{***CLEC Acronym TXT***} instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Intrado Comm^{***CLEC Acronym TXT***} by Verizon. If as the result of Intrado Comm^{***CLEC Acronym TXT***} instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Intrado Comm^{***CLEC Acronym TXT***} by Verizon.

- 6.2 [Intentionally Left Blank].
- 6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow Intrado Comm^{***CLEC Acronym TXT***} to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment and the Pricing Attachment.

7. Sub-Loop for Multiunit Tenant Premises Access

- 7.1 Upon request by Intrado Comm^{***CLEC Acronym TXT***}, Verizon shall provide to Intrado Comm^{***CLEC Acronym TXT***} access to the Sub-Loop for Multiunit Premises Access in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
- 7.1.1 House and Riser. Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm^{***CLEC Acronym TXT***}, Verizon shall provide to Intrado Comm^{***CLEC Acronym TXT***} access to a House and Riser Cable in accordance with this Section 7 and the rates and charges provided in the Pricing Attachment. Verizon will provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Intrado Comm^{***CLEC Acronym}

TXT may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. It is not technically feasible to access inside wire sub-loop if a technician must access the facility by removing a splice case to reach the wiring within the cable.

7.1.1.1 Intrado Comm ~~***CLEC Acronym~~ TXT must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

7.1.1.1.1 Intrado Comm ~~***CLEC Acronym~~ TXT shall locate its facilities within cross connect distance of the point of interconnection on such cable. Facilities are within cross connect distance of a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection.

7.1.1.1.2 If suitable space is available, Intrado Comm ~~***CLEC Acronym~~ TXT shall install its facilities no closer than fourteen (14) inches of the point of interconnection for such cable, unless otherwise agreed by the Parties.

7.1.1.1.3 Intrado Comm ~~***CLEC Acronym~~ TXT's facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that Intrado Comm ~~***CLEC Acronym~~ TXT's facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.

7.1.1.1.4 Intrado Comm ~~***CLEC Acronym~~ TXT shall identify its facilities as those of Intrado Comm ~~***CLEC Acronym~~ TXT by means of permanently-affixed externally-visible signage or markings.

7.1.1.1.5 To provide Intrado Comm ~~***CLEC Acronym~~ TXT with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any right of way for Intrado Comm ~~***CLEC Acronym~~ TXT, (c) secure space for Intrado Comm ~~***CLEC Acronym~~ TXT in any building, (d) secure access to any portion of a building for Intrado Comm ~~***CLEC Acronym~~ TXT or (e) reserve space in any building for Intrado Comm ~~***CLEC Acronym~~ TXT.

7.1.1.1.6 Verizon shall perform cutover of a Customer to Intrado Comm ~~***CLEC Acronym~~ TXT service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon

House and Riser Cable pair to Intrado Comm^{***CLEC Acronym TXT***}'s facilities, and Verizon shall determine how to perform such installation. Intrado Comm^{***CLEC Acronym TXT***} shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Intrado Comm^{***CLEC Acronym TXT***} in accordance with Intrado Comm^{***CLEC Acronym TXT***}'s order for such services.

- 7.1.1.2 If proper Intrado Comm^{***CLEC Acronym TXT***} facilities are not available at the time of installation, Verizon shall bill Intrado Comm^{***CLEC Acronym TXT***}, and Intrado Comm^{***CLEC Acronym TXT***} shall pay to Verizon, the Not Ready Charge set forth in the Agreement and the Parties shall establish a new cutover date.
- 7.1.1.3 Verizon shall perform all installation work on Verizon equipment in connection with Intrado Comm^{***CLEC Acronym TXT***}'s use of Verizon's House and Riser Cable. All Intrado Comm^{***CLEC Acronym TXT***} equipment connected to a House and Riser Cable shall comply with applicable industry standards.
- 7.1.1.4 Verizon shall repair and maintain a House and Riser Cable at the request of Intrado Comm^{***CLEC Acronym TXT***}. Intrado Comm^{***CLEC Acronym TXT***} shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) Intrado Comm^{***CLEC Acronym TXT***} reports to Verizon a Customer trouble, (b) Intrado Comm^{***CLEC Acronym TXT***} requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then Intrado Comm^{***CLEC Acronym TXT***} shall pay Verizon the charge set forth in the Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Intrado Comm^{***CLEC Acronym TXT***} is not available at the appointed time. If as the result of Intrado Comm^{***CLEC Acronym TXT***} instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Agreement will be assessed per occurrence to Intrado Comm^{***CLEC Acronym TXT***} by Verizon. If as the result of Intrado Comm^{***CLEC Acronym TXT***} instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Agreement will be assessed per occurrence to Intrado Comm^{***CLEC Acronym TXT***} by Verizon.

7.1.2 Single Point of Interconnection. In accordance with, but only to the extent required by, the Federal Unbundling Rules, upon request by Intrado Comm~~***CLEC Acronym TXT***~~ and provided that the conditions set forth in Subsections 7.1.2.1 and 7.1.2.2 are satisfied, the Parties shall negotiate in good faith an amendment to the Agreement memorializing the terms, conditions and rates under which Verizon will provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers:

7.1.2.1 Verizon has distribution facilities to the multiunit premises, and either owns and controls, or leases and controls, the House and Riser Cable at the multiunit premises; and

7.1.2.2 Intrado Comm~~***CLEC Acronym TXT***~~ certifies that it will place an order for access to an unbundled Sub-Loop network element under the Federal Unbundling Rules via the newly provided single point of interconnection.

8. Dark Fiber Transport and Transitional Provision of Embedded Dark Fiber Loops

8.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm~~***CLEC Acronym TXT***~~, Verizon shall provide Intrado Comm~~***CLEC Acronym TXT***~~ with access to unbundled Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and rates, terms and conditions of Verizon's applicable Tariffs. Verizon shall not be required to provide, and Intrado Comm~~***CLEC Acronym TXT***~~ shall not request or obtain, unbundled access to any dark fiber facility that does not meet the definition of Dark Fiber Transport (except to the extent Verizon is required to provide Intrado Comm~~***CLEC Acronym TXT***~~ with unbundled access to Intrado Comm~~***CLEC Acronym TXT***~~'s embedded base of Dark Fiber Loops under Section 8.3 below). For the avoidance of any doubt, notwithstanding any other provision of this Agreement, a Verizon Tariff, or otherwise, Verizon shall not be required to provide, and Intrado Comm~~***CLEC Acronym TXT***~~ shall not request or obtain, Dark Fiber Transport that does not connect a pair of Verizon UNE Wire Centers. Access to unbundled Dark Fiber Transport will be provided by Verizon only where existing facilities are available except as provided in Section 17 below. Access to Dark Fiber Transport will be provided in accordance with, but only to the extent required by, the Federal Unbundling Rules. Dark Fiber Transport consists of Verizon optical transmission facilities without attached multiplexers, aggregation or other electronics. To the extent Verizon's Dark Fiber Transport contains any lightwave repeaters (e.g., regenerators or optical amplifiers) installed thereon, Verizon shall not remove the same. Except as otherwise required by the Federal Unbundling Rules, the following terms and conditions apply to Verizon's Dark Fiber Transport offerings.

8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Transport:

8.2.1 [Intentionally Left Blank].

8.2.2 Intrado Comm~~***CLEC Acronym TXT***~~ may access Dark Fiber Transport only at a pre-existing Verizon accessible terminal of such Dark Fiber Transport, and Intrado Comm~~***CLEC Acronym TXT***~~ may not access Dark Fiber Transport at any other point, including, but not limited to, a splice point or case. Dark Fiber Transport is not available to Intrado Comm~~***CLEC Acronym TXT***~~ unless such Dark Transport is already terminated on an existing Verizon accessible