ATTACHMENT F

AGREEMENT

by and between

INTRADO COMMUNICATIONS INC.

and

GTE SOUTHWEST INCORPORATED, D/B/A VERIZON SOUTHWEST

FOR THE STATE OF

TEXAS

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AGREEMENT

PREFACE

This Agreement ("Agreement") shall be deemed effective as of June 25, 2010 (the "Effective Date"), between Intrado Communications Inc. ("Intrado Comm"), a corporation organized under the laws of the State of Delaware, with offices at 1601 Dry Creek Drive, Longmont, CO 80503, and GTE Southwest Incorporated, d/b/a Verizon Southwest ("Verizon"), a corporation organized under the laws of the State of Delaware, with offices at 600 Hidden Ridge, HQE04H12, Irving, TX 75038 (Verizon and Intrado Comm may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and Intrado Comm hereby agree as follows:

1. The Agreement

1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.

1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.

1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and Intrado Comm.

1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

1.5 This Agreement is limited to: (a) establishing interconnection of the Parties' networks pursuant to 47 U.S.C. § 251(c)(2) for the exchange of 911/E-911 Calls between the Parties as described in this Agreement; and, (b) the provision by Verizon to Intrado Comm of unbundled Network Elements pursuant to 47 U.S.C. § 251(c)(3) for the exchange of 911/E-911 Calls between the Parties as described in this Agreement. Without restricting the foregoing limitation, this Agreement does not apply to: (a) the exchange of traffic other than 911/E-911 Calls; (b) services, facilities and arrangements for the exchange of traffic other 911/E-911 Calls; (c) the provision by Verizon to Intrado Comm of unbundled Network Elements pursuant to 47 U.S.C. § 251(c)(3) for purposes other than the exchange of 911/E-911 calls between the Parties as described in this Agreement; or, (d) the provision by Verizon to Intrado Comm of Telecommunications Services for Resale pursuant to 47 U.S.C. § 251(c)(4). Without restricting the foregoing limitations, Verizon shall not be obligated, and may decline, to provide pursuant to this Agreement: (a) the exchange of traffic other than 911/E-911 Calls; (b) services, facilities and arrangements for the exchange of traffic other 911/E-911 calls; (c) unbundled Network Elements pursuant to 47 U.S.C. § 251(c)(3) for purposes other than the exchange of 911/E-911 calls between the Parties as described in this Agreement; and, (d) Telecommunications Services for Resale pursuant to 47 U.S.C. § 251(c)(4).

2. Term and Termination

2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until December 31, 2012 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

2.2 Either Intrado Comm or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least one hundred eighty (180) days in advance of the date of termination.

2.3 If either Intrado Comm or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Intrado Comm or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of:

(a) the effective date of a new interconnection agreement between Intrado Comm and Verizon; or,

(b) the date one (1) year after the proposed date of termination, provided that if prior to the date one (1) year after the proposed date of termination the open issues for a new interconnection agreement between Intrado Comm and Verizon have become the subject of an arbitration proceeding before the Commission or the FCC pursuant to 47 U.S.C. § 252, this Agreement shall remain in effect until the earlier of (i) the effective date of a new interconnection agreement between Intrado

Comm and Verizon or, (ii) the date 120 days after the effective date of a Commission or FCC order concluding the arbitration proceeding.

2.4 If either Intrado Comm or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Intrado Comm nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

3. Glossary and Attachments

The Glossary and the following Attachments are a part of this Agreement:

Additional Services Attachment

Network Elements Attachment

Collocation Attachment

911 Attachment

Pricing Attachment

4. Applicable Law

4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Texas, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party

hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.

4.6.1 Notwithstanding Section 4.6 above, to the extent Verizon is required by a change in Applicable Law to provide to Intrado Comm a Service that is not offered under this Agreement to Intrado Comm, the terms, conditions and prices for such Service (including, but not limited to, the terms and conditions defining the Service and stating when and where the Service will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties in a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of Section 252 of the Act. In no event shall Verizon be required to provide any such Service in the absence of such a Verizon Tariff or amendment.

4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Intrado Comm hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit. Verizon will provide thirty (30) days prior written notice to Intrado Comm of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in the Network Elements Attachment or an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply. For the avoidance of any doubt, this Section 4.7 is self-effectuating and no amendment to this Agreement shall be required to implement it.

5. Assignment

5.1 Subject to Sections 5.2 and 5.3 following, neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party.

5.2 A Party may, with thirty (30) days prior written notice to the other Party, assign this Agreement (and in conjunction with such assignment assign all of its rights and interest under this Agreement and delegate all of its obligations under this Agreement) to an Affiliate of the assignor Party that controls, is controlled by, or is under common control with, the assignor Party, without the prior written consent of the other Party; provided that

5.2.1 the assignee Affiliate of the assignor Party is legally, financially, technically, and in all other material ways, able to perform this Agreement;

5.2.2 the assignor Party shall remain liable for all obligations incurred by the assignor Party under the Agreement prior to the assignment;

5.3.3 the assignee Affiliate of the assignor Party shall be jointly and severally liable for all of the obligations incurred by the assignor Party under this Agreement prior to the assignment; and

5.3.4 The assignment shall not take place if the non-assigning Party objects to the assignment by written notice to the assignor Party within twenty (20) days after the non-assigning Party receives the assignor Party's written notice of the assignment.

5.3 The non-assigning Party shall not unreasonably object to, or unreasonably withhold, condition or delay its consent to, an assignment.

5.4 Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement.

6. Assurance of Payment

6.1 Upon written request by Verizon, Intrado Comm shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.

6.2 Assurance of payment of charges may be requested by Verizon if Intrado Comm (a) prior to the Effective Date, has failed to timely pay charges billed to Intrado Comm by Verizon or Verizon's ILEC Affiliates that are not subject to a good faith dispute, (b) on or after the Effective Date, fails to timely pay charges billed to Intrado Comm by Verizon or Verizon's ILEC Affiliates that are not subject to a good faith dispute, (c) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

6.3 Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to Intrado Comm in connection with this Agreement. If Intrado Comm meets the condition in subsection 6.2(d) above or has failed to timely pay two or more bills rendered by Verizon or a Verizon ILEC Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and Intrado Comm shall provide commencing within ten (10) days) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per Calendar Quarter.

6.4 [Intentionally Left Blank].

6.5 [Intentionally Left Blank].

6.6 Verizon may (but is not obligated to) draw on the letter of credit upon written notice to Intrado Comm in respect of any amounts to be paid by Intrado Comm hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

6.7 If Verizon draws on the letter of credit, upon written request by Verizon, Intrado Comm shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.

6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section and such assurance of payment is not provided within ten (10) days after Verizon makes the request, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as Intrado Comm has provided Verizon with such assurance of payment.

6.9 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve Intrado Comm from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills for Services. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least $1,000,000.

7.2 The audit shall be performed by independent certified public accountants selected and paid for by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills for Services.

7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees,

books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

8.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.2 Intrado Comm represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.3 Intrado Comm Certification.

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as Intrado Comm has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of Texas. Intrado Comm shall not place any Orders under this Agreement until it has obtained such authorization. Intrado Comm shall provide proof of such authorization to Verizon upon reasonable written request by Verizon.

9. Billing and Payment; Disputed Amounts

9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.

9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.

9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.

9.4 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate equal to the lesser of: (a) one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month; or, (b) the maximum rate allowed by Applicable Law. A billed Party shall not be obligated to

pay late payment charges on any billed charges that the Parties agree, or that are finally determined by a governmental entity of competent jurisdiction following any applicable appeals, not to be due to the billing Party.

9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

10. Confidentiality

10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;

10.1.2 Any forecasting information provided pursuant to this Agreement;

10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as directory assistance, operator service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);

10.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);

10.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and

10.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary".

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Sections 10.1.5 or 10.1.6.

10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:

10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and

10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the

Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 10 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 10.

10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.

10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:

10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;

10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;

10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;

10.4.4 is independently developed by the Receiving Party;

10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or

10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it

as confidential and restrict its use to purposes related to the proceeding pending before it.

10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

10.7 The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.

10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

11. Counterparts

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

12. Default

If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

13. Discontinuance of Service by Intrado Comm

13.1 If Intrado Comm proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers in the Verizon territory covered by this Agreement, whether voluntarily, as a result of bankruptcy, or for any other reason, Intrado Comm shall send written notice of such discontinuance to Verizon, the Commission, and, to the extent required by Applicable Law, each of Intrado Comm's Customers. Intrado Comm shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, Intrado Comm shall send such notice at least thirty (30) days prior to its discontinuance of service.

13.2 Such notice to Intrado Comm's Customers must comply with the requirements of Applicable Law and must advise each Intrado Comm Customer that unless action is taken by the Intrado Comm Customer to switch to a different carrier prior to Intrado Comm's proposed discontinuance of service, the Intrado Comm Customer will be without the service provided by Intrado Comm to the Intrado Comm Customer.

13.3 Should an Intrado Comm Customer subsequently become a Verizon Customer, to the extent required by Applicable Law and authorized by the Customer in accordance with Applicable Law, Intrado Comm shall provide Verizon with all information necessary for Verizon to establish service for the Intrado Comm Customer, including, but not limited to, the Intrado Comm Customer's billed name, listed name, service address, and billing address, and the services being provided to the Intrado Comm Customer.

13.4 Nothing in this Section 13 shall limit Verizon's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement in accordance with this Agreement.

14. Dispute Resolution

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

15. Force Majeure

15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.

15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement; provided that, if as a result of a Force Majeure Event the non-performing Party does not provide a Service to the other Party, then the other Party shall not be obligated to pay the charges for the Service for the period, and to the extent, that the non-performing Party does not provide the Service.

15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16. Forecasts

In addition to any other forecasts required by this Agreement, to the extent that Intrado Comm is reasonably able to provide to Verizon forecasts regarding the Services that Intrado Comm expects to purchase from Verizon (including, but not limited to, forecasts regarding the types and volumes of Services that Intrado Comm expects to purchase and the locations where such Services will be purchased), upon written request by Verizon, Intrado Comm shall provide such forecasts to Verizon. In addition to any other forecasts required by this Agreement, to the extent that Verizon is reasonably able to provide to Intrado Comm forecasts regarding the Services that Verizon expects to purchase from Intrado Comm (including, but not limited to, forecasts regarding the types and volumes of Services that Verizon expects to purchase and the locations where such Services will be purchased), upon written request by Intrado Comm, Verizon shall provide such forecasts to Intrado Comm. Forecast information provided by one Party to the other Party pursuant to this Section 16 shall be "Confidential Information" under Section 10 of this Agreement.

17. Fraud

Intrado Comm assumes responsibility for investigating all fraud and alleged fraud associated with its Customers and accounts. Verizon shall bear no responsibility for, and shall have no obligation to make adjustments to Intrado Comm's account in cases of, fraud, or alleged fraud, by Intrado Comm's Customers or other third parties. Except as otherwise required by Applicable Law upon request by a governmental entity of appropriate authority, Verizon shall have no obligation to investigate cases of fraud, or alleged fraud, by Intrado Comm's Customers or other third parties.

18. Good Faith Performance

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. If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Texas a Service offered under this Agreement and this Agreement does not contain rates, terms and conditions for such Service, Verizon reserves the right to negotiate in good faith with Intrado Comm 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.

19. Headings

The headings used in the Principal Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Principal Document.

20. Indemnification

20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, Agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

20.2 Indemnification Process.

20.2.1 As used in this Section 20, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 20.1.

20.2.2 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:

20.2.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.

20.2.4 If the Indemnified Person fails to comply with Section 20.2.3 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for

the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.

20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

21.1 Intrado Comm shall maintain during the term of this Agreement and for a period of two years thereafter all insurance required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance required by Applicable Law. The insurance shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, Intrado Comm shall maintain the following insurance:

21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least $2,000,000 combined single limit for each occurrence.

21.1.2 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least $2,000,000 combined single limit for each occurrence.

21.1.3 Excess Liability Insurance, in the umbrella form, with limits of at least $10,000,000 combined single limit for each occurrence.

21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than $2,000,000 per occurrence.

21.1.5 All risk property insurance on a full replacement cost basis for all of Intrado Comm's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.

21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Sections 21.4 and 21.5, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of Intrado Comm.

21.3 Intrado Comm shall name Verizon and Verizon's Affiliates as additional insureds on the foregoing liability insurance.

21.4 Intrado Comm shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, Intrado Comm's insurance policies, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director-Negotiations, Verizon Partner Solutions, 600 Hidden Ridge, HQEWMNOTICES, Irving, TX 75038.

21.5 Intrado Comm shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 21.4.

21.6 Failure of Intrado Comm or Intrado Comm's contractors to maintain insurance and provide certificates of insurance as required in Sections 21.1 through 21.5, above, shall be deemed a material breach of this Agreement.

21.7 Certificates furnished by Intrado Comm or Intrado Comm's contractors shall contain a clause stating: "GTE Southwest Incorporated, d/b/a Verizon Southwest shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22. Intellectual Property

22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

22.2 Except as stated in Section 22.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

22.4 Intrado Comm agrees that the Services provided by Verizon hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Verizon and Verizon's vendors. Verizon agrees to advise Intrado Comm, directly or through a third party, of any such terms, conditions or restrictions that may limit any Intrado Comm use of a Service provided by Verizon that is otherwise permitted by this Agreement. At Intrado Comm's written request, to the extent required by Applicable Law, Verizon will use Verizon's best efforts, as commercially practicable, to obtain intellectual property rights from Verizon's vendor to allow Intrado Comm to use the Service in the same manner as Verizon that are coextensive with Verizon's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Verizon has obtained Verizon's intellectual property rights. Intrado Comm shall reimburse Verizon for the cost of obtaining such rights; provided that, (a) Verizon has furnished to Intrado Comm an estimate of the cost of obtaining the rights, and after receiving such estimate Intrado Comm has requested Verizon to obtain the rights, or (b) Verizon has notified Intrado Comm that Verizon will not furnish to Intrado Comm an estimate of the cost of obtaining the rights, and after receiving such notice Intrado Comm has requested Verizon to obtain the rights.

23. Joint Work Product

The Principal Document is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

24. Law Enforcement

24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Liability

25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.

25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.

25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:

25.5.1 under Sections 20, Indemnification, or 41, Taxes.

25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.

25.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;

25.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

25.5.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or

25.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.

25.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.

26. Network Management

26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. Intrado Comm and Verizon will exchange appropriate information (*e.g.*, network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and subject to Section 17, to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

26.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

26.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and taken other actions, if any, required by Applicable Law; and,

26.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow Verizon's standard procedures for isolating and clearing the outage or trouble.

27. Non-Exclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

28. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

29. Notices

29.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by first class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and

29.1.3 shall be delivered to the following addresses of the Parties:

To Intrado Comm:

Intrado Communications Inc.
Director-Regulatory Compliance
1601 Dry Creek Drive
Longmont, CO 80503
Facsimile Number: (720) 494-6600
Internet Address: regulatory@intrado.com

To Verizon:

Director-Negotiations
Verizon Partner Solutions
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1320 North Court House Road
9th Floor
Arlington, VA 22201
Facsimile: (703) 351-3656

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 PM. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

Intrado Comm shall notify Verizon, by written notice pursuant to this Section 29, of any changes in the addresses or other Intrado Comm contact information identified under Section 29.1.3 above. Verizon shall notify Intrado Comm, by written notice pursuant to this Section 29, of any changes in the addresses or other Verizon contact information identified under Section 29.1.3 above.

30. Ordering and Maintenance

Intrado Comm shall use Verizon's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If Verizon has not yet deployed an electronic capability for Intrado Comm to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, Intrado Comm shall use such other processes as Verizon has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission). If Verizon wishes to obtain Services from Intrado under this Agreement, the Parties shall establish mutually acceptable processes for Verizon to submit to Intrado Comm Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions.

31. Performance Standards

31.1 Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.

31.2 Intrado Comm shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

32. Point of Contact for Intrado Comm Customers

32.1 Intrado Comm shall establish telephone numbers and mailing addresses at which Intrado Comm Customers may communicate with Intrado Comm and shall advise Intrado Comm Customers of these telephone numbers and mailing addresses.

32.2 Except as otherwise agreed to by Verizon, Verizon shall have no obligation, and may decline, to accept a communication from an Intrado Comm Customer, including, but not limited to, an Intrado Comm Customer request for repair or maintenance of a Verizon Service provided to Intrado Comm.

33. Predecessor Agreements

33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:

33.1.1 Further to the provisions of Section 1 of the General Terms and Conditions of this Agreement, any prior interconnection or resale agreement between the Parties for the State of Texas pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby amended, extended and restated; and

33.1.2 any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of Texas pursuant to Section 252 of the Act and in effect prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.

33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.

33.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 33.2, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

34. Publicity and Use of Trademarks or Service Marks

34.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

35. References

35.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.

35.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Verizon or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

36. Relationship of the Parties

36.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

36.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered)

through changes in Applicable Law; (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (e) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

37.2 Intrado Comm acknowledges Intrado Comm has been advised by Verizon that it is Verizon's position that this Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.

38. Subcontractors

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

39. Successors and Assigns

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

40. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 10), indemnification or defense (including, but not limited to, Section 20), or limitation or exclusion of liability (including, but not limited to, Section 25), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

41. Taxes

41.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.

41.2 Taxes Imposed on the Providing Party or Receipts. With respect to any purchase of Services under this Agreement, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales to a public utility, distributor, telephone company, local exchange

carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party shall pay and remit the Receipts Tax as required by Applicable Law.

41.3 Taxes Imposed on Subscriber. With respect to any purchase of Services under this Agreement that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, or if any federal, state or local Tax is imposed on the Providing Party and required by Applicable Law to be passed through to the Subscriber, then the Purchasing Party (a) shall impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

41.4 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section.41.7. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

41.5 Liability for Uncollected Tax, Interest and Penalty.

41.5.1 If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by Section 41.1, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and any interest assessed thereon and (b) the Providing Party shall be liable for any penalty assessed with respect to such unbilled Tax by a taxing authority.

41.5.2 If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

41.5.3 If the Providing Party does not collect any Tax as required by Section 41.1 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate, invalid or inapplicable by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon,

as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

41.5.4 If the Purchasing Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, (a) the Providing Party shall be liable for any Tax imposed on its receipts and (b) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by the applicable taxing authority.

41.5.5 If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority.

41.6 Audit Cooperation. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

41.7 Notices. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Verizon:

Verizon Communications
Tax Department
One Verizon Way, VC53S-221
Basking Ridge, NJ 07920

To Intrado Comm:

Director – Regulatory Compliance
1601 Dry Creek Drive
Longmont, CO 80503

Each Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

42. Technology Upgrades

Notwithstanding any other provision of this Agreement, except as may be prohibited or conditioned under Applicable Law, each Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion, including, but not limited to, through the incorporation of new facilities, equipment and/or software.

43. Territory

43.1 This Agreement applies to the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the State of Texas. Verizon shall be obligated to provide Services under this Agreement only within this territory.

43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon, with any necessary approvals from the Commission and/or the FCC, sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide Intrado Comm with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date Verizon sells or otherwise transfers its operations to the third-person.

44. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

45. [This Section Intentionally Left Blank]

46. 252(i) Obligations

To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act.

47. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

48. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

49. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, **WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE** WARRANTIES AGAINST INFRINGEMENT, AND

WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

50. Withdrawal of Services

50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon ninety (90) days prior written notice to Intrado Comm.

50.2 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with forty-five (45) days prior written notice to Intrado Comm terminate any provision of this Agreement that provides for the payment by Verizon to Intrado Comm of compensation related to traffic, including, but not limited to, Reciprocal Compensation Charges and other types of compensation for termination of traffic delivered by Verizon to Intrado Comm. Following such termination, except as otherwise agreed in writing by the Parties, Verizon shall be obligated to provide compensation to Intrado Comm related to traffic only to the extent required by Applicable Law. If Verizon exercises its right of termination under this Section, the Parties shall negotiate in good faith appropriate substitute provisions for compensation related to traffic; provided, however, that except as otherwise voluntarily agreed by Verizon in writing in its sole discretion, Verizon shall be obligated to provide compensation to Intrado Comm related to traffic only to the extent required by Applicable Law. If within thirty (30) days after Verizon's notice of termination the Parties are unable to agree in writing upon mutually acceptable substitute provisions for compensation related to traffic, either Party may submit their disagreement to dispute resolution in accordance with Section 14 of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

INTRADO COMMUNICATIONS INC.

By: _____

Printed: Craig W. Donaldson

Title: Senior Vice President, Regulatory & Government Affairs, Regulatory Counsel

GTE SOUTHWEST INCORPORATED, D/B/A VERIZON SOUTHWEST

By: _____

Printed: Jennifer Ross

Title: Director – Interconnection Services

GLOSSARY

1. General Rule

1.1 The provisions of Sections 1.2 through 1.4 and Section 2 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.

1.2 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Principal Document, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.

1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.

1.4 The words "shall" and "will" are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

2.1 Act.

The Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).

2.2 Affiliate.

Shall have the meaning set forth in the Act.

2.3 Agent.

An agent or servant.

2.4 Agreement.

This Agreement, as defined in Section 1 of the General Terms and Conditions.

2.5 ALI (Automatic Location Identification) Database.

An emergency services (E-911) database containing caller address/location information including the carrier name, National Emergency Numbering Administration ("NENA") ID, Call Back Number, and other carrier information used to process caller location records.

2.6 ANI (Automatic Number Identification).

Telephone number associated with the access line from which a call originates.

2.7 Applicable Law.

All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement.

2.8 ASR (Access Service Request).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.9 BFR (Bona Fide Request).

The process described in the Network Element Attachment that prescribes the terms and conditions relating to a Party's request that the other Party provide a UNE that it is not otherwise required to provide under the terms of this Agreement.

2.10 Business Day.

Monday through Friday, except for holidays observed by Verizon.

2.11 Calendar Quarter.

January through March, April through June, July through September, or October through December.

2.12 Calendar Year.

January through December.

2.13 Call Back Number.

A telephone number that can be used by the PSAP to re-contact the location from which a 911/E-911 Call was placed. The telephone number may or may not be the telephone number of the station used to originate the 911/E-911 Call.

2.14 Central Office.

An End Office or Tandem. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.15 Claims.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).

2.16 CLEC (Competitive Local Exchange Carrier).

Any Local Exchange Carrier other than Verizon that is operating as a Local

Exchange Carrier in the territory in which Verizon operates as an ILEC in the State of Texas. Intrado Comm is or shortly will become a CLEC.

2.17 CLLI Codes.

Common Language Location Identifier Codes.

2.18 Commission.

Public Utility Commission of Texas.

2.19 Controlling 911 Authority.

The duly authorized state, county or local government agency empowered by law to oversee the 911/E-911 services, operations and systems within a defined area (such as a county, city or other jurisdiction).

2.20 CPNI (Customer Proprietary Network Information).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.21 Customer.

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties, including, but not limited to, a third party business end-user subscriber to Telephone Exchange Services provided by either of the Parties for use by a PSAP.

2.22 Dark Fiber Loop.

Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon End Office, and Verizon's accessible terminal located in Verizon's main termination point at a Customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

2.23 Dark Fiber Transport.

An optical transmission facility, within a LATA, that Verizon has not activated by attaching multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or UNE Wire Centers.

2.24 Dedicated Transport.

A DS0-, DS1-, or DS3-capacity transmission facility between Verizon switches (as identified in the LERG) or UNE Wire Centers, within a LATA, that is dedicated to a particular end user or carrier. Dedicated Transport is sometimes referred to as dedicated interoffice facilities ("IOF"). Dedicated Transport does not include any facility that does not connect a pair of Verizon UNE Wire Centers.

2.25 Digital Signal Level.

One of several transmission rates in the time-division multiplex hierarchy.

2.26 Discontinued Facility.

Any facility, element, arrangement or the like that the Federal Unbundling Rules do not require Verizon to provide on an unbundled basis to Intrado Comm, whether because the facility was never subject to an unbundling requirement under the Federal Unbundling Rules, because the facility by operation of law has ceased or ceases to be subject to an unbundling requirement under the Federal Unbundling Rules, or otherwise.

2.27 DS0 (Digital Signal Level 0).

The 64kbps zero-level signal in the time-division multiplex hierarchy.

2.28 DS1 (Digital Signal Level 1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.29 DS1 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 1.544 Mbps.

2.30 DS3 (Digital Signal Level 3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.31 DS3 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 44.736 Mbps.

2.32 DS3 Loop.

A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving UNE Wire Center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate.

2.33 End Office.

A switching entity that is used for connecting lines to lines or lines to trunks for the purpose of originating/terminating calls. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.34 Exchange Access.

Shall have the meaning set forth in the Act.

2.35 Exchange Access Service Charges.

Rates and charges for Exchange Access services, facilities, arrangements and the like.

2.36 FCC.

The Federal Communications Commission.

2.37 FCC Internet Order.

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

2.38 FCC Regulations.

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

2.39 Federal Unbundling Rules.

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

2.40 FTTP Loop.

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

2.41 House and Riser Cable.

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

2.42 Hybrid Loop.

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

2.43 IDLC (Integrated Digital Loop Carrier).

A subscriber Loop carrier system that integrates within the switch at a DS1 level,

which is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

2.44 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.45 Inside Wire or Inside Wiring.

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

2.46 Intercarrier Compensation Charges.

Rates and charges for the transport and termination of ISP-bound Traffic, as provided in the FCC Internet Order and other applicable FCC Orders and FCC Regulations.

2.47 Interconnection Wire Center.

A building or portion thereof which serves as the premises for one or more End Offices, Tandems, 911 Tandem/Selective Routers, and related facilities.

2.48 InterLATA Service.

Shall have the meaning set forth in the Act.

2.49 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.50 ISDN (Integrated Services Digital Network).

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

2.51 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.52 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.53 LERG (Local Exchange Routing Guide).

A Telcordia Technologies reference containing NPA (Numbering Plan Area)/NXX routing and homing information.

2.54 LIDB (Line Information Data Base).

Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and

other entities and validation data for collect and third number-billed calls (e.g., data for billed number screening).

2.55 Loop.

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

2.56 LSR (Local Service Request).

An industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold Telecommunications Services and Network Elements.

2.57 MDF (Main Distribution Frame).

The primary point at which outside plant facilities terminate within an Interconnection Wire Center, for interconnection to other Telecommunications facilities within the Interconnection Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

2.58 Mobile Wireless Services.

Any mobile wireless Telecommunications Service, including any commercial mobile radio service.

2.59 MSAG (Master Street Address Guide).

A database of street names and house number ranges within their associated communities defining emergency service zones and their associated emergency service numbers to enable proper routing of 911/E-911 Calls.

2.60 Network Element.

Shall have the meaning stated in the Act.

2.61 NID (Network Interface Device).

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

2.62 911/E-911 Call(s).

Call(s) made by an end user (including, but not limited to, a Verizon End User) by dialing the three digit telephone number "911" to facilitate the reporting of an emergency requiring response by a public safety agency.

2.63 911/E-911 Service Provider.

A Telecommunications Carrier authorized to provide 911/E-911 network

Telecommunications Services within a particular area (such as a county, city or other jurisdiction). A 911/E-911 Service Provider may also be authorized to provide 911/E-911 ALI Database services within an area where it is authorized to provide 911/E-911 network Telecommunications Services. For the purposes of this Agreement only, as between Intrado Comm and Verizon:

(a) Intrado Comm shall be deemed to be the 911/E-911 Service Provider for an area and the PSAP(s) serving that area, if Intrado Comm has been selected by the Controlling 911 Authority for that area to provide 911/E-911 network Telecommunications Services for that area and the PSAP(s) serving that area and to directly interconnect with the PSAP(s) and provide transmission and routing of 911/E-911 Calls from Verizon's network to the PSAP(s); and,

(b) Verizon shall be deemed to be the 911/E-911 Service Provider for an area and the PSAP(s) serving that area, if Verizon has been selected by the Controlling 911 Authority for that area to provide 911/E-911 network Telecommunications Services for that area and the PSAP(s) serving that area and to directly interconnect with the PSAP(s) and provide transmission and routing of 911/E-911 Calls from Verizon's network to the PSAP(s).

2.64 911 Tandem/Selective Router.

Switching or routing equipment that is used for routing 911/E-911 Calls to a PSAP and that also may be used to transfer 911/E911 Calls between PSAPs.

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

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

2.66 Order.

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

2.67 POI (Point of Interconnection).

The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in the 911 Attachment, a Point of Interconnection shall be at a technically feasible point on Verizon's network in a LATA. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center, Verizon End Office Interconnection Wire Center, or Verizon 911 Tandem/Selective Router Interconnection Wire Center, but, notwithstanding any other provision of this Agreement or a Tariff or otherwise, would not include an Intrado Comm Interconnection Wire Center, Intrado Comm switch or selective router, or any portion of a transport facility provided by Verizon to Intrado Comm or another party between (x) a Verizon Interconnection Wire Center, switch or selective router and (y) the Interconnection Wire Center, switch or selective router of Intrado Comm or another party.

2.68 Principal Document.

This document, including, but not limited to, the Title Page, the Table of Contents, the Preface, the General Terms and Conditions, the signature page, this Glossary, the Attachments, and the Appendices to the Attachments.

2.69 Providing Party.

A Party offering or providing a Service to the other Party under this Agreement.

2.70 PSAP.

Public Safety Answering Point.

2.71 Purchasing Party.

A Party requesting or receiving a Service from the other Party under this Agreement.

2.72 Qualifying UNE.

An unbundled Network Element or a combination of unbundled Network Elements obtained, pursuant to the Federal Unbundling Rules, under this Agreement or a Verizon UNE Tariff.

2.73 Qualifying Wholesale Services.

Wholesale services obtained from Verizon under a Verizon access Tariff or a separate wholesale agreement.

2.74 Rate Demarcation Point.

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

2.75 Reciprocal Compensation Charges.

Rates and charges for the transport and termination of telecommunications pursuant to 47 U.S.C. § 251(b)(5) and 47 CFR Part 51, Subpart H.

2.76 [Intentionally Left Blank]

2.77 Service.

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

2.78 SS7 (Signaling System 7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Verizon and Intrado Comm utilize this out-of-band signaling protocol in relation to their routing and completion of traffic.

2.79 Sub-Loop Distribution Facility.

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

2.80 Switched Exchange Access Service.

The offering of transmission and switching services for the purpose of the origination or termination of Telephone Toll Service traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.81 Tandem.

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

2.82 Tariff.

Any applicable Federal or state tariff of a Party, as amended from time to time.

The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.83 Telcordia Technologies.

Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).

2.84 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.85 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.86 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.87 Telephone Toll Service.

Shall have the meaning set forth in the Act.

2.88 Third Party Claim.

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

2.89 Toxic or Hazardous Substance.

Any substance designated or defined as toxic or hazardous under any "Environmental Law" or that poses a risk to human health or safety, or the environment, and products and materials containing such substance. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.90 Triennial Review Remand Order (TRRO).

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

2.91 UDLC (Universal Digital Loop Carrier).

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

2.92 UNE Wire Center.

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

2.93 Verizon End User.

The term "Verizon End User" includes all of the following:

2.93.1 A Verizon Customer;

2.93.2 A subscriber to resold dial tone line Telephone Exchange Service purchased by the subscriber's service provider from Verizon;

2.93.3 A subscriber to resold Verizon Wholesale Advantage Service (Verizon's commercial unbundled Network Element Platform replacement service) purchased by the subscriber's service provider from Verizon; and

2.93.4 Any other end user on the Verizon Telephone Exchange Service network for whom Verizon is responsible for transmission and routing of 911/E-911 Calls to a PSAP.

2.94 [Intentionally Left Blank]

2.95 [Intentionally Left Blank]

2.96 Voice Grade.

Either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56-64 kbps channel), the terms "DS0" or "sub-DS1" may also be used.

2.97 xDSL.

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

ADDITIONAL SERVICES ATTACHMENT

1. Directory Listing and Directory Distribution

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

1.1 Listing Information.

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

1.2 Listing Information Supply.

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

1.3 Listing Inclusion and Distribution.

Verizon shall include each Intrado Comm Customer's primary listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such Intrado Comm Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of Intrado Comm's Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. Intrado Comm shall pay Verizon's Tariffed charges for additional, foreign, and other listings products (as documented in local Tariff) for Intrado Comm's Customers.

1.4 Verizon Information.

Upon request by Intrado Comm, Verizon shall make available to Intrado Comm the following information to the extent that Verizon provides such information to its own business offices: a directory list of relevant NXX codes, directory and Customer Guide close dates, and Yellow Pages headings. Verizon shall also make available to Intrado Comm, on Verizon's Wholesale website (or, at

Verizon's option, in writing) Verizon's directory listings standards and specifications.

1.5 Confidentiality of Listing Information.

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

1.6 Accuracy.

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

1.7 Indemnification.

Intrado Comm shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, Intrado Comm warrants to Verizon that Intrado Comm has the right to provide such Listing Information to Verizon on behalf of its Customers. Intrado Comm shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. Intrado Comm agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by Intrado Comm hereunder.

1.8 Liability.

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

1.9 Service Information Pages.

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

1.10 Directory Publication.

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

1.11 Other Directory Services.

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

2. Operations Support Systems (OSS) Services

2.1 Definitions.

The terms listed below shall have the meanings stated below:

2.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

2.1.2 Verizon OSS Services: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to "Verizon OSS Information", as defined in Section 2.1.4 of this Attachment.

2.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to Intrado Comm.

2.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, Intrado Comm through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to, any Customer Information related to a Verizon Customer or an Intrado Comm Customer accessed by, or disclosed or provided to, Intrado Comm through or as a part of Verizon OSS Services.

2.1.5 Customer Information: CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

2.2 Verizon OSS Services.

2.2.1 Upon request by Intrado Comm, Verizon shall provide to Intrado Comm Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.

2.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of Intrado Comm.

2.2.3 To the extent required by Applicable Law, in providing Verizon OSS Services to Intrado Comm, Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon OSS Services. Verizon's OSS Change Management Guidelines will be set out on a Verizon website.

2.3 Access to and Use of Verizon OSS Facilities.

2.3.1 Verizon OSS Facilities may be accessed and used by Intrado Comm only to the extent necessary for Intrado Comm's access to and use of Verizon OSS Services pursuant to this Agreement.

2.3.2 Verizon OSS Facilities may be accessed and used by Intrado Comm only to provide Telecommunications Services to Intrado Comm Customers.

2.3.3 Intrado Comm shall restrict access to and use of Verizon OSS Facilities to Intrado Comm. This Section 2 does not grant to Intrado Comm any right or license to grant sublicenses to other persons, or permission to other persons (except Intrado Comm's employees, agents and contractors, in accordance with Section 2.3.7 of this Attachment), to access or use Verizon OSS Facilities.

2.3.4 Intrado Comm shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for Intrado Comm's use under this Section 2.

2.3.5 Intrado Comm shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

2.3.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by Intrado Comm only in connection with Intrado Comm's use of Verizon

OSS Facilities permitted by this Section 2; (c) shall be treated by Intrado Comm as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by Intrado Comm to Verizon upon the earlier of request by Verizon or the expiration or termination of this Agreement.

2.3.7 Intrado Comm's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Intrado Comm's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by Intrado Comm's employees, agents, or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 2.4.3.2 of this Attachment.

2.4 Verizon OSS Information.

2.4.1 Subject to the provisions of this Section 2, in accordance with, but only to the extent required by, Applicable Law, Verizon grants to Intrado Comm a non-exclusive license to use Verizon OSS Information.

2.4.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 2, Intrado Comm shall acquire no rights in or to any Verizon OSS Information.

2.4.3 The provisions of this Section 2.4.3 shall apply to all Verizon OSS Information, except (a) Intrado Comm Usage Information, (b) CPNI of Intrado Comm, and (c) CPNI of a Verizon Customer or an Intrado Comm Customer, to the extent the Customer has authorized Intrado Comm to use the CPNI.

2.4.3.1 Verizon OSS Information may be accessed and used by Intrado Comm only to provide Telecommunications Services to Intrado Comm Customers.

2.4.3.2 Intrado Comm shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions.

2.4.3.3 Except as expressly stated in this Section 2, this Agreement does not grant to Intrado Comm any right or license to grant sublicenses to other persons, or permission to other persons (except Intrado Comm's employees, agents or contractors, in accordance with Section 2.4.3.4 of this Attachment), to access, use or disclose Verizon OSS Information.

2.4.3.4 Intrado Comm's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Intrado Comm's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 2. Any access to, or use or disclosure of, Verizon OSS Information by Intrado Comm's employees, agents or contractors, shall be subject to the provisions of

this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 2.4.3.2 of this Attachment.

2.4.3.5 Intrado Comm's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by Intrado Comm to provide Telecommunications Services to Intrado Comm Customers; (b) termination of the license in accordance with this Section 2; or (c) expiration or termination of this Agreement.

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

2.4.4 Unless sooner terminated or suspended in accordance with this Agreement or this Section 2 (including, but not limited to, Section 2.2 of the General Terms and Conditions and Section 2.5.1 of this Attachment), Intrado Comm's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of this Agreement.

2.4.5 Audits.

2.4.5.1 Verizon shall have the right (but not the obligation), upon written notice to Intrado Comm, to audit Intrado Comm to ascertain whether Intrado Comm is complying with the requirements of Applicable Law and this Agreement with regard to Intrado Comm's access to, and use and disclosure of, Verizon OSS Information. The audit shall be conducted by a third-party selected and paid for by Verizon.

2.4.5.2 Without in any way limiting any other rights Verizon may have under this Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor Intrado Comm's access to and use of Verizon OSS Information which is made available by Verizon to Intrado Comm pursuant to this Agreement, to ascertain whether Intrado Comm is complying with the requirements of Applicable Law and this Agreement, with regard to Intrado Comm 's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Intrado Comm's access to and use of Verizon OSS Information which is made available by Verizon to Intrado Comm through Verizon OSS Facilities.

2.4.5.3 Information obtained by Verizon pursuant to this Section 2.4.5 shall be treated by Verizon as Confidential Information of Intrado Comm pursuant to Section 10 of the General Terms and Conditions; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to Section 2.4.5 of this Attachment to enforce Verizon's rights under this Agreement or Applicable Law.

2.4.6 Intrado Comm acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time.

2.5 Liabilities and Remedies.

2.5.1 Any breach by Intrado Comm, or Intrado Comm's employees, agents or contractors, of the provisions of Sections 2.3 or 2.4 of this Attachment shall be deemed a material breach of this Agreement. In addition, if Intrado Comm or an employee, agent or contractor of Intrado Comm at any time breaches a provision of Sections 2.3 or 2.4 of this Attachment and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to Intrado Comm, to suspend the license to use Verizon OSS Information granted by Section 2.4.1 of this Attachment and/or the provision of Verizon OSS Services, in whole or in part.

2.5.2 Intrado Comm agrees that Verizon would be irreparably injured by a breach of Sections 2.3 or 2.4 of this Attachment by Intrado Comm or the employees, agents or contractors of Intrado Comm, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

2.6 Relation to Applicable Law.

The provisions of Sections 2.3, 2.4 and 2.5 of this Attachment with regard to the confidentiality of information shall be in addition to and not in derogation of any provisions of Applicable Law with regard to the confidentiality of information, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

2.7 Cooperation.

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

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

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

2.7.3 Intrado Comm shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and

correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

2.8 Verizon Access to Information Related to Intrado Comm Customers.

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

2.8.2 Upon request by Verizon, Intrado Comm shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to Intrado Comm's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to Intrado Comm Customers (as authorized by the applicable Intrado Comm Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

2.9 Cancellations.

If Intrado Comm action is required for processing an Order and Intrado Comm has not taken such action within thirty-one (31) calendar days after the original service due date, Verizon may cancel the Order.

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

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

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

4. Unauthorized Carrier Change Charges

In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the

initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition (all such charges together, the "Carrier Change Charges"), including to the appropriate primary Telephone Exchange Service provider. Such Carrier Change Charges may be assessed on the requesting Party by the other Party at any time after the Customer is restored to its Customer-authorized condition.

NETWORK ELEMENTS ATTACHMENT

1. General

1.1 Verizon shall provide to Intrado Comm, 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 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 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 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. Without limiting the foregoing, Intrado Comm 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, and Intrado Comm 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 on an unbundled basis or in combination with other Network Elements.

1.5 If as the result of Intrado Comm Customer actions (e.g., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Intrado Comm Customer premises, Intrado Comm 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 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. 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 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. 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 is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Intrado Comm, 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 Intrado Comm is then enrolled), a resale arrangement, or other analogous arrangement that

Verizon shall identify or has identified in writing to Intrado Comm; 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 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 seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), Intrado Comm must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, Intrado Comm's request is consistent with the requirements of the TRRO and that Intrado Comm is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. Intrado Comm shall provide such certification using the automated method that Verizon makes available for that purpose. Intrado Comm'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 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 under a non-disclosure agreement or that is otherwise available to Intrado Comm.

1.7.2 Provision-then-Dispute Requirements.

1.7.2.1 Upon receiving a request from Intrado Comm 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'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 shall compensate Verizon for the additional charges that would apply if Intrado Comm 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 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 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, 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 order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where Intrado Comm's order conflicts with a provision of a Verizon Tariff, (b) in any case where Intrado Comm'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 by notice and/or by publication on Verizon's wholesale website, (c) in any case where Intrado Comm'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 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 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 [Intentionally Left Blank];

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 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 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 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 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 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 IDSL-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 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 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 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, 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 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 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 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 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 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 as the process is completed in each Central Office. Intrado Comm 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 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 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 to evaluate the loop qualification information provided by Verizon and determine whether a loop meets Intrado Comm 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 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 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 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 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 for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If Intrado Comm 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 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 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 is already aware of the conditioning required (e.g., where Intrado Comm has previously requested a qualification and has obtained loop characteristics), Intrado Comm 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'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, 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'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. 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 requires a change in scheduling, it must contact Verizon to issue a supplement to the original Service Order. If Intrado Comm cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Intrado Comm shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If Intrado Comm cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Intrado Comm 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 Unbundled Local Loops (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 Telephone Exchange Services provisioned over Analog 2W Loops to be provided by Verizon to Intrado Comm:

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 does not request a coordinated cutover, Verizon will process Intrado Comm's order as a new installation subject to applicable standard provisioning intervals.

3.3.1.2 Intrado Comm 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 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 and Verizon shall mutually agree on a New Conversion Time, as defined below. Intrado Comm 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 the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.

3.3.1.3 Intrado Comm shall provide dial tone at the Intrado Comm 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; and

3.3.1.5.2 If Intrado Comm requests to reschedule outside the one (1) hour time frame above, Intrado Comm 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 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 will reschedule and, upon request from Intrado Comm, 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 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 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 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'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 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 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 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 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 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 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 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 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, 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 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'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 after construction work has started, Intrado Comm 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 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 and another CLEC shall be accomplished by prior negotiated arrangement between Intrado Comm and the other CLEC. Intrado Comm 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. 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's engaging in Line Splitting pursuant to this Section 4, Intrado Comm 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 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 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 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'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, Verizon shall allow Intrado Comm 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 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, Verizon shall provide Intrado Comm 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 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 may request that Verizon reactivate (if available) an unused drop and NID or provide Intrado Comm with access to a drop and NID that, at the time of Intrado Comm'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 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 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 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 at such terminal. If Intrado Comm obtains access to a Sub-Loop Distribution Facility from a TOPIC, Intrado Comm shall install a TOPIC on an easement or Right of Way obtained by Intrado Comm 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 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 for any of Intrado Comm's electronics in the TOPIC. Intrado Comm 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 may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Intrado Comm, 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 must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to an Intrado Comm TOPIC. To make such a request, Intrado Comm must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which Intrado Comm 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's demand for access to Sub-Loop Distribution Facilities at the requested FDI. Intrado Comm 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 must submit Sub-Loop Interconnection Applications to:

Intrado Comm'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 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 shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of Intrado Comm'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. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if Intrado Comm breaches its payment obligation under this Section. Upon Verizon 's completion of the work that Verizon must perform to provide Intrado Comm with access to a Sub-Loop Distribution Facility, Verizon shall bill Intrado Comm, and Intrado Comm 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 TOPIC and Intrado Comm has paid the full cost of such installation, Intrado Comm can request the connection of Verizon Sub-Loop Distribution Facilities to the Intrado Comm TOPIC. At the same time, Intrado Comm shall advise Verizon of the services that Intrado Comm 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 shall run any crosswires within the TOPIC.

6.1.8 If Intrado Comm requests that Verizon reactivate an unused drop and NID, then Intrado Comm shall provide dial tone (or its DSL equivalent) on the Intrado Comm 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 dial tone or equivalent from the TOPIC. If Intrado Comm requests that Verizon provide Intrado Comm with access to a Sub-Loop Distribution Facility that, at the time of Intrado Comm's request, Verizon is using to provide service to a Customer, then, after Intrado Comm 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 shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit Intrado Comm'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 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 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 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 reports to Verizon a Customer trouble, (b) Intrado Comm 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 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 is not available at the appointed time. If as the result of Intrado Comm 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 by Verizon. If as the result of Intrado Comm 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 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 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. [This Section Intentionally Left Blank]

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, Verizon shall provide Intrado Comm 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 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 with unbundled access to Intrado Comm'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 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 may access Dark Fiber Transport only at a pre-existing Verizon accessible terminal of such Dark Fiber Transport, and Intrado Comm 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 unless such Dark Transport is already terminated on an existing Verizon accessible terminal. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon UNE Wire Center, and not terminated to a fiber patch panel, are not available to Intrado Comm.

8.2.3 Except if and, to the extent required by, the Federal Unbundling Rules and Section 17 below, Verizon will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate Intrado Comm's request.

8.2.4 Verizon shall perform all work necessary to install a cross connect or a fiber jumper from a Verizon accessible terminal to an Intrado Comm collocation arrangement.

8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of Intrado Comm's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Transport may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the Intrado Comm's Dark Fiber Inquiry Form, indicating whether Dark Fiber Transport may be available (if so available, an "Acknowledgement") based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Transport. Where a direct Dark Fiber Transport route is not available, Verizon will provide, where available, Dark Fiber Transport

via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in the Pricing Attachment. In cases where Verizon provides Dark Fiber Transport via an indirect route as described in this section, Intrado Comm shall not be permitted to access the Dark Fiber Transport at any intermediate central office between the two Verizon central offices that are the end points of the route. In no event shall Verizon be required to provide Dark Fiber Transport between two central offices that are the end points of a route on which Verizon is not required under the Federal Unbundling Rules to provide Dark Fiber Transport to Intrado Comm. Verizon reserves the right to limit the number of intermediate Verizon Central Offices on an indirect route consistent with limitations in Verizon's network design and/or prevailing industry practices for optical transmission applications. Any limitations on the number of intermediate Verizon Central Offices will be discussed with Intrado Comm. If access to Dark Fiber Transport is not available, Verizon will notify Intrado Comm, within fifteen (15) Business Days, that no spare Dark Fiber Transport is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in the Pricing Attachment.

8.2.5.1 Intrado Comm shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in the Pricing Attachment, pending receipt of an order for the Dark Fiber.

8.2.5.2 Upon request from Intrado Comm as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber Transport for Intrado Comm's use for ten (10) Business Days from Intrado Comm's receipt of Acknowledgement and may not allow any other party (including Verizon) to use such fiber during that time period.

8.2.5.3 Intrado Comm shall submit an order for the reserved Dark Fiber Transport as soon as possible using the standard ordering process or parallel provisioning process as described in Section 8.2.5.5. The standard ordering process shall be used when Intrado Comm does not have additional requirements for collocation. The parallel provisioning process shall be used when Intrado Comm requires new collocation facilities or changes to existing collocation arrangements.

8.2.5.4 If no order is received from Intrado Comm for the reserved Dark Fiber Transport within ten (10) Business Days from Intrado Comm's receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Transport that Verizon previously notified Intrado Comm are available. Should Intrado Comm submit an order to Verizon after the ten (10) Business Day reservation period for access to Dark Fiber Transport that Verizon has previously notified Intrado

Comm was available, Intrado Comm assumes all risk that such Dark Fiber Transport will no longer be available.

8.2.5.5 Upon Intrado Comm's request, the Parties will conduct parallel provisioning of collocation and Dark Fiber Transport in accordance with the following terms and conditions:

8.2.5.5.1 Intrado Comm will use existing interfaces and Verizon's current applications and order forms to request collocation and Dark Fiber Transport.

8.2.5.5.2 Verizon will parallel process Intrado Comm's requests for collocation, including augments, and Dark Fiber Transport.

8.2.5.5.3 Before Intrado Comm submits a request for parallel provisioning of collocation and Dark Fiber Transport, Intrado Comm will:

8.2.5.5.3.1 submit a Dark Fiber Inquiry Form and receive an Acknowledgement from Verizon; and

8.2.5.5.3.2 submit a collocation application for the Verizon Central Office(s) where the Dark Fiber Transport terminates and receive confirmation from Verizon that Intrado Comm's collocation application has been accepted.

8.2.5.5.4 Intrado Comm will prepare requests for parallel provisioning of collocation and Dark Fiber Transport in the manner and form reasonably specified by Verizon.

8.2.5.5.5 If Verizon rejects Intrado Comm's Dark Fiber Transport request, Intrado Comm may cancel its collocation application within five (5) Business Days of such rejection and receive a refund of the collocation application fee paid by Intrado Comm, less the costs Verizon incurred to date.

8.2.5.5.6 If Verizon accepts Intrado Comm's Dark Fiber Transport request, Verizon will parallel provision the Dark Transport to a temporary location in Verizon's Central Office(s). Verizon will charge and Intrado Comm will pay for parallel provisioning of such Dark Fiber Transport at the rates specified in the Pricing Attachment beginning on the date that Verizon accepts each Dark Fiber Transport request.

8.2.5.5.7 Within ten (10) days after Verizon completes an Intrado Comm collocation application, Intrado Comm shall submit a Dark Fiber change request to reposition Dark Fiber Transport from the

temporary location in that Verizon Central Office(s) to the permanent location at Intrado Comm's collocation arrangement in such Verizon Central Office(s). Intrado Comm will prepare such request(s) in the manner and form specified by Verizon.

8.2.5.5.8 If Intrado Comm cancels its collocation application, Intrado Comm must also submit a cancellation for the unbundled Dark Fiber Transport provisioned to the temporary location in the Verizon Central Office(s).

8.2.6 Intrado Comm shall order Dark Fiber Transport by sending to Verizon a separate ASR for each A to Z route.

8.2.7 Where a collocation arrangement can be accomplished in a Verizon premises, access to Dark Fiber Transport that terminates in a Verizon premises must be accomplished via a collocation arrangement in that Verizon premises. In circumstances where a collocation arrangement cannot be accomplished in a Verizon premises, the Parties agree to negotiate for possible alternative arrangements.

8.2.8 Except as provided in Section 17 below, Dark Fiber Transport will be offered to Intrado Comm in the condition that it is available in Verizon's network at the time that Intrado Comm submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber Transport for Intrado Comm's use.

8.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Transport, and, therefore, will not be offered to Intrado Comm as Dark Fiber Transport.

8.2.10 Fiber that has been assigned to fulfill a Customer order for maintenance purposes or for Verizon's lit fiber optic systems will not be offered to Intrado Comm as Dark Fiber Transport.

8.2.11 Intrado Comm shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Transport.

8.2.12 Intrado Comm may not resell Dark Fiber Transport, purchased pursuant to this Agreement to third parties.

8.2.13 Except to the extent that Verizon is required by the Federal Unbundling Rules to provide Dark Fiber Transport to Intrado Comm for use for Special or Switched Exchange Access Services, Intrado Comm shall not use Dark Fiber Transport, for Special or Switched Exchange Access Services.

8.2.14 In order to preserve the efficiency of its network, Verizon may, upon a showing of need to the Commission, limit Intrado Comm to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Transport in any given segment of Verizon's network. In addition, except as otherwise required by the Federal Unbundling Rules, Verizon may

take any of the following actions, notwithstanding anything to the contrary in this Agreement:

8.2.14.1 Revoke Dark Fiber Transport leased to Intrado Comm upon a showing of need to the Commission and twelve (12) months' advance written notice to Intrado Comm; and

8.2.14.2 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill an Intrado Comm order for Dark Transport because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Intrado Comm, or impair Verizon's ability to meet a legal obligation.

8.2.15 Except as expressly set forth in this Agreement, Intrado Comm may not reserve Dark Fiber Transport.

8.2.16 Intrado Comm shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Transport accommodate the requirements of Intrado Comm; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Transport; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Transport to transmit permitted traffic; and (d) except as set forth with respect to the parallel provisioning process addressed above, Intrado Comm's collocation arrangements with any proper optical cross connects or other equipment that Intrado Comm needs to access Dark Fiber Transport before it submits an order for such access. Intrado Comm hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the location at which it wishes to establish a demarcation point for Dark Fiber Transport, on or before the date that Intrado Comm places an order for the applicable Dark Fiber Transport, and that it shall maintain the same going forward.

8.2.17 Intrado Comm is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to Dark Fiber Transport that has been broken. Verizon will not repair Dark Fiber Transport that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Transport has changed.

8.2.18 [Intentionally Left Blank].

8.2.19 Intrado Comm may request the following, which shall be provided on a time and materials basis (as set forth in the Pricing Attachment):

8.2.19.1 [Intentionally Left Blank].

8.2.19.2 A field survey that shows the availability of Dark Fiber Transport between two or more Verizon Central Offices, shows whether or not such Dark Fiber Transport is defective, shows whether or not such Dark Fiber Transport has been used by Verizon for emergency restoration activity, and tests the transmission characteristics of Verizon's Dark Fiber Transport. If a field survey shows that Dark Fiber Transport is available, Intrado Comm may

reserve the Dark Fiber Transport, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If Intrado Comm submits an order for access to such Dark Fiber Transport after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Transport will be available when Verizon receives such order, and Intrado Comm assumes all risk that the Dark Fiber Transport will not be available. Verizon shall perform a field survey subject to a negotiated interval. If Intrado Comm submits an order for Dark Fiber Transport without first obtaining the results of a field survey of such Dark Fiber Transport, Intrado Comm assumes all risk that the Dark Fiber Transport will not be compatible with Intrado Comm's equipment, including, but not limited to, order cancellation charges.

8.3 Transitional Provision of Embedded Dark Fiber Loops.

Notwithstanding any other provision of this Agreement, Verizon is not required to provide, and Intrado Comm may not obtain, unbundled access to any Dark Fiber Loop; provided, however, that if Intrado Comm leased a Dark Fiber Loop from Verizon as of March 11, 2005, Intrado Comm may continue to lease that Dark Fiber Loop at transitional rates provided for in the TRRO until September 10, 2006, and not beyond that date. The Parties acknowledge that Verizon, prior to the Effective Date, has provided Intrado Comm with any required notices of discontinuance of Dark Fiber Loops, and that no further notice is required for Verizon to exercise its rights with respect to discontinuance of Dark Fiber Loops.

9. Network Interface Device

9.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm, Verizon shall permit Intrado Comm to connect an Intrado Comm Loop to the Inside Wiring of a Customer's premises through the use of a Verizon NID in accordance with this Section 9 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Intrado Comm with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules. Intrado Comm may access a Verizon NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining Intrado Comm NID deployed by Intrado Comm or, if an entrance module is available in the Verizon NID, by connecting an Intrado Comm Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.

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

9.3 In no case shall Intrado Comm access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.

9.4 In no case shall Intrado Comm remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

9.5 In no case shall Intrado Comm remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).

9.7 When Intrado Comm is connecting an Intrado Comm-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Intrado Comm does not need to submit a request to Verizon and Verizon shall not charge Intrado Comm for access to the Verizon NID. In such instances, Intrado Comm shall comply with the provisions of Sections 9.2 through 9.7 of this Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 9.8 of this Attachment.

9.8 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Intrado Comm may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:

9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, Intrado Comm may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to Intrado Comm's NID.

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

9.8.3 Intrado Comm may request Verizon to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. Intrado Comm, its agent, the building owner or the Customer). If Intrado Comm accesses the Customer's Inside Wiring as described in this Section 9.8.3, time and materials charges will be billed to the requesting party (i.e. Intrado Comm, its agent, the building owner or the Customer).

10. [This Section Intentionally Left Blank]

11. Dedicated Transport

11.1 Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at Intrado Comm's request, Verizon shall provide Intrado Comm with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment. Verizon shall provide Intrado Comm with such Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules. Except as provided in Section 17 below, Verizon will not install new electronics, and Verizon will not build new facilities. For the avoidance of any doubt, notwithstanding any other provision of this Agreement,

Verizon shall not be required to provide, and Intrado Comm shall not request or obtain, unbundled access to shared (or common) transport, or any other interoffice transport facility that does not meet the definition of Dedicated Transport.

11.2 If and, to the extent that, Intrado Comm has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and Intrado Comm has a right under the Federal Unbundling Rules to convert (and wishes to convert) such transport to unbundled Dedicated Transport under this Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion. In the case of any such conversion, Intrado Comm shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Verizon's applicable Tariffs. If the transport to be converted comprises a portion of a High Capacity EEL (as defined in Section 16.2.1 below), the applicable provisions of Section 16 below shall apply.

12. [This Section Intentionally Left Blank]

13. Operations Support Systems

Subject to the conditions set forth in Section 1 of this Attachment and in Section 2 of the Additional Services Attachment, Verizon shall provide Intrado Comm with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide Intrado Comm with such access in accordance with, but only to the extent required by, the Federal Unbundling Rules. All such transactions shall be submitted by Intrado Comm through such electronic interfaces.

14. Availability of Other Network Elements on an Unbundled Basis

14.1 Any request by Intrado Comm for access to a Verizon Network Element that is not already available and that Verizon is required by the Federal Unbundling Rules to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, of this Attachment. Intrado Comm shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.

14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by the Federal Unbundling Rules.

14.3 Network Element Bona Fide Request (BFR).

14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

14.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by the Federal Unbundling Rules.

14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.

14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.

14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

14.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

15. Maintenance of Network Elements

If (a) Intrado Comm reports to Verizon a Customer trouble, (b) Intrado Comm requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by

Verizon's facilities or equipment in whole or in part, then Intrado Comm shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Intrado Comm is not available at the appointed time. Intrado Comm accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Intrado Comm instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Intrado Comm by Verizon. If as the result of Intrado Comm instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Intrado Comm by Verizon. Verizon agrees to respond to Intrado Comm trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

16. Combinations, Commingling, and Conversions

16.1 Subject to and without limiting the conditions set forth in Section 1 of this Attachment:

16.1.1 Verizon will not prohibit the commingling of a Qualifying UNE with Qualifying Wholesale Services, but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules, Verizon shall, upon request of Intrado Comm, perform the functions necessary to commingle Qualifying UNEs with Qualifying Wholesale Services. The rates, terms and conditions of the applicable access Tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Agreement or the Verizon UNE Tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment. In addition, if any commingling requested by Intrado Comm requires Verizon to perform physical work that Verizon is required to perform under the Federal Unbundling Rules, then Verizon's standard charges for such work shall apply or, in the absence of a standard charge, a fee calculated using Verizon's standard time and materials rates shall apply until such time as a standard charge is established pursuant to the terms set forth in the Pricing Attachment.

16.1.2 Ratcheting, i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs that are commingled with Wholesale Services are not included in the shared use provisions of the applicable Tariff, and are therefore not eligible for adjustment of charges under such provisions. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Agreement or elsewhere.

16.1.3 Limitation on Section 16.1. Section 16.1 is intended only to address the Parties' rights and obligations as to combining and/or commingling of UNEs that Verizon is already required to provide to Intrado Comm under the Agreement and the Federal Unbundling Rules. Nothing

contained in Section 16.1 shall be deemed to limit any right of Verizon under the Agreement to cease providing a facility that is or becomes a Discontinued Facility.

16.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Subject to the conditions set forth in Sections 1 and 16.1 of this Attachment:

16.2.1 Verizon shall not be obligated to provide:

16.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

16.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

16.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

16.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

16.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by the Federal Unbundling Rules to do so, and then not unless and until Intrado Comm, using an ASR, certifies to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL satisfies each of the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Intrado Comm must remain in compliance with said service eligibility criteria for so long as Intrado Comm continues to receive the aforementioned combined or commingled facilities and/or services from Verizon and Intrado Comm shall immediately notify Verizon at such time as a certification ceases to be accurate. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant High Capacity EEL circuit will be treated as described in Section 16.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing High Capacity EEL circuits, Intrado Comm, within thirty (30) days of the Effective Date to the extent it has not already done so prior to the Effective Date of this Agreement, must re-certify, using an ASR, that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Any existing High Capacity EEL circuits that Intrado Comm leased from Verizon as of the Effective Date of this Agreement that Intrado Comm fails to re-certify as required by this Section by the end of such 30-day period shall be treated as a non-compliant circuit as described under Section 16.2.2 below effective as of the Effective Date of this Agreement.

16.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 16.2 and Intrado Comm has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, to the extent it has not already done so prior to execution of this Agreement, shall reprice the subject High Capacity EEL circuit (or portion thereof that had been previously billed at UNE rates), effective beginning on the date on which the circuit became non-compliant 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 analogous access service or other analogous arrangement that Verizon shall identify in a written notice to Intrado Comm.

16.2.3 Each certification to be provided by Intrado Comm pursuant to Section 16.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E-911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.

16.2.4 The charges for conversions are as specified in the Pricing Attachment and apply for each circuit converted.

16.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the Pricing Attachment.

16.2.6 All requests for conversions will be handled in accordance with Verizon's conversion guidelines. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.

16.3 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit Intrado Comm's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that Intrado Comm failed to comply with the service eligibility criteria, then (without limiting Verizon's rights under Section 16.2.2 above) Intrado Comm must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis,

and reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm Intrado Comm's compliance with the service eligibility criteria, then Intrado Comm shall provide to the independent auditor for its verification a statement of Intrado Comm's out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall, within thirty (30) days of the date on which Intrado Comm submits such costs to the auditor, reimburse Intrado Comm for its out-of-pocket costs verified by the auditor. Intrado Comm shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

17. Routine Network Modifications

17.1 General Conditions. In accordance with, but only to the extent required by, the Federal Unbundling Rules, and subject to the conditions set forth in Section 1 of this Attachment:

17.1.1 Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment, as are necessary to permit access by Intrado Comm to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable Intrado Comm to light a Dark Fiber Transport facility that it has obtained from Verizon under the Agreement. Verizon shall not be obligated to provide optronics for the purpose of lighting Dark Fiber Transport. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, the placement of new cable, securing permits or rights-of-way, or constructing and/or placing new manholes or conduits. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

17.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.

17.3 Nothing contained in this Section 17 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under the Federal Unbundling Rules any facility that this Agreement does not otherwise require Verizon to provide on an unbundled basis under the Federal Unbundling Rules, (b) to obligate Verizon to provide on an unbundled basis under the Federal Unbundling Rules, for any period of time not required under the Federal Unbundling Rules, access to any Discontinued Facility, or (c) to limit any right of Verizon under the Agreement, any Verizon Tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

18. Rates and Charges

The rates and charges for UNEs, Combinations, Commingling, routine network modifications, and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to Intrado Comm, in accordance with this Agreement, Verizon's applicable federal and state Tariffs, and the requirements of Applicable Law, Collocation for the purpose of facilitating Intrado Comm's interconnection with Verizon under 47 U.S.C. § 251(c)(2) and/or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement or a Tariff, Verizon shall be obligated to provide Collocation to Intrado Comm only to the extent required by Applicable Law and may decline to provide and/or cease providing Collocation to Intrado Comm to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Tariff, nothing in this Agreement or a Tariff shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by Intrado Comm to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51.

To the extent Collocation or Collocation services, facilities, equipment or arrangements, are subject to a Verizon FCC Tariff, such Collocation and Collocation services, facilities, equipment and arrangements, shall be subject to the rates, terms and conditions of such Verizon FCC Tariff and the following provisions of this Collocation Attachment shall not apply to such Collocation and Collocation services, facilities, equipment and arrangements.

Verizon shall provide Collocation to Intrado Comm in accordance with the following rates, terms and conditions in the State of Texas only until such time as Verizon has a Collocation Tariff that has been filed with the Commission and become effective. At such time as Verizon has a Collocation Tariff that has been filed with the Commission and become effective, the following rates, terms and conditions shall cease to apply, and, subject to the first paragraph of this Section 1 (which first paragraph is set out above), Verizon shall provide Collocation to Intrado Comm in accordance with the rates, terms and conditions set forth in such Verizon Collocation Tariff.

This Collocation Attachment ("Attachment"), in conjunction with the rest of this Agreement, set forth the rates, terms and conditions under which Verizon shall provide Collocation to Intrado Comm. Collocation provides for access to Verizon's "premises", for the purpose of interconnection under 47 U.S.C. § 251(c)(2) and/or access to Unbundled Network Elements (UNEs) of Verizon. For the purposes of this Attachment, "premises" is defined to include Verizon's central offices, serving Wire Centers, and all other buildings or similar structures owned, leased, or otherwise controlled by Verizon that house Verizon's Telecommunications network facilities. Collocation at Verizon's Wire Centers and access tandems shall be accomplished through caged, cageless, virtual or microwave service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, Verizon shall provide adjacent Collocation or other methods of Collocation, subject to space availability and technical feasibility. In accordance with, but only to the extent required by Applicable Law, Verizon shall also offer rates, terms and conditions for Collocation services that are not expressly addressed in this Attachment or Verizon Tariffs on an individual case basis.

1.1 Types of Collocation.

1.1.1 Single Caged. A single caged arrangement is a form of caged Collocation, which allows a single CLEC to lease caged floor space to house its equipment within Verizon premises.

1.1.2 Shared Caged. A shared caged arrangement is a newly constructed caged Collocation arrangement that is jointly applied for and occupied by two or more CLECs within a Verizon premise. When two or more CLECs request establishment and jointly apply for a new caged Collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). The HC and GC(s) are solely responsible for determining whether to share a shared caged Collocation arrangement and if so, upon what terms and conditions. The HC and GC(s) must each be interconnected to Verizon for the exchange of traffic with Verizon and/or to access unbundled network elements. Verizon will not issue separate billing for any of the rate elements associated with the shared caged Collocation arrangement between the HC and the GC(s), but Verizon will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all Collocation applicable services ordered by the HC and GC(s). The HC and GC will be responsible for ordering their own unbundled network elements from Verizon. Verizon will separately bill the HC and/or GC(s) for unbundled network elements ordered. The HC and GC(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing Collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the HC is reimbursed for all or any portion of such charges by the guest(s). All terms and conditions for caged Collocation as described in this Attachment will apply to shared caged Collocation requirements.

1.1.3 Subleased Caged. Vacant space available in a CLEC's caged Collocation arrangement may be made available to a third party(s) for the purpose of interconnection and/or for access to UNEs in Verizon premises via the subleasing Collocation arrangement. The CLEC subleases the floor space to the third party(s) pursuant to terms and conditions agreed to by the CLEC and the third party(s) involved. The CLEC and third party(s) must each be interconnected to Verizon for the exchange of traffic with Verizon and/or to access unbundled network elements. The CLEC is solely responsible for determining whether to sublease a shared caged Collocation arrangement and if so, upon what terms and conditions. Verizon will not issue separate billing for any of the rate elements associated with the subleased caged Collocation arrangement between the CLEC and the third party(s). The CLEC will be responsible for ordering and payment of all Collocation applicable services ordered by the CLEC and the third party(s). Each CLEC and third party will be responsible for ordering their own unbundled network elements from Verizon. Verizon will separately bill the CLEC and third party/parties for unbundled network elements ordered. The CLEC and third party(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing Collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party(s). All terms and conditions for caged Collocation as

described in this Attachment will apply to subleased caged Collocation requirements.

1.1.4 Cageless. Cageless Collocation is a form of Collocation in which CLECs can place their equipment in Verizon premises. A cageless Collocation arrangement allows a CLEC, using Verizon approved vendors, to install equipment in single bay increments in an area designated by Verizon. The equipment location will be designated by Verizon and will vary based on individual Verizon premise configurations. CLEC equipment will not share the same equipment bays with Verizon equipment.

1.1.5 Adjacent. An adjacent Collocation arrangement permits a CLEC to construct or procure a structure on Verizon property for Collocation for the purposes of interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent Collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in Verizon's premise for caged and cageless Collocation; and (2) it is technically feasible to construct or procure a hut or similar structure on Verizon property that adheres to local building code, zoning requirements, and Verizon building standards. Intrado Comm is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. Verizon may, where required, participate in the zoning approval and permit acquisitions. Intrado Comm may not take any action in establishing an adjacent structure that will force Verizon to violate any zoning requirements or any federal, state, or local regulations, ordinances, or laws.

1.1.5.1 Any construction by Intrado Comm on Verizon property must comply with Verizon's technical specifications as they relate to environmental safety and grounding requirements. Verizon will make available power and physical Collocation services to Intrado Comm in the same non-discriminatory manner as it provides itself for its own remote equipment buildings (REBs).

1.1.6 Virtual. Under virtual Collocation, Verizon installs and maintains Intrado Comm provided equipment which is dedicated to the exclusive use of the Intrado Comm in a Collocation arrangement. Additional details on virtual Collocation are set forth in Section 1.9.

1.1.7 Microwave. Physical Collocation of microwave transmission facilities will be permitted on a first-come, first-served basis except where such Collocation is not practical for technical reasons or because of space limitations. Microwave Collocation provides for the interconnection of Intrado Comm or Verizon provided facilities, equipment and support structures located in, on or above the exterior walls and roof of Verizon premises. Additional details on microwave Collocation are set forth in Section 1.10.

1.2 Ordering.

1.2.1 Application.

1.2.1.1 Point of Contact. Intrado Comm must request Collocation arrangements through Verizon's designated point of

contact. Completed applications for Collocation must be sent directly to Verizon's Collocation Project Manager at the following address: Collocation Project Manager, Verizon, 125 High Street, Room 1134, Boston, MA 02110; Facsimile: (617) 342-8515; E-Mail at: collocation.applications@verizon.com. Additional information and requirements regarding Collocation may be obtained from Verizon's public website at www.verizon.com.

1.2.1.2 Application Form/Fee. Intrado Comm requesting Collocation at a Verizon premise will be required to complete the application form and submit the non-refundable engineering fee set forth in the Pricing Attachment, described in Section 1.5.1, for each Verizon premise at which Collocation is requested. The application form will require Intrado Comm to provide all engineering, floor space (where applicable), power, environmental and other requirements necessary for the function of the service. Intrado Comm will provide Verizon with specifications for any non-standard or special requirements at the time of application. Verizon reserves the right to assess the customer any additional charges on an individual case basis ("ICB") associated with complying with the requirements. Any such charges shall be noticed to Intrado Comm.

1.2.1.2.1 Verizon will process Collocation requests from CLECs on a first-come, first-serve basis pursuant to Verizon's receipt of a completed application form and the non-refundable engineering fee.

1.2.2 Space Availability. Subject to forecasting requirements, Verizon will inform Intrado Comm whether space is available to accommodate Intrado Comm's request within eight (8) Business Days after receipt of a completed application. Verizon's response will be one of the following:

1.2.2.1 There is space and Verizon will proceed with the arrangement.

1.2.2.2 There is no space. Verizon will proceed as described in Section 1.4.1.

1.2.2.3 There is no readily available space, however, Verizon will determine whether space can be made available and will notify Intrado Comm within twenty (20) Business Days. At the end of this period, Verizon will proceed as described in 1.2.2.1or 1.2.2.2 above.

1.2.3 Collocation Schedule. If space is available, Verizon will provide to Intrado Comm a Collocation schedule describing Verizon's ability to meet the physical Collocation request within eight (8) Business Days after receipt of a completed application. Intrado Comm shall have nine (9) Business Days from receipt of a Verizon provided Collocation schedule to pay 50% of the NRCs associated with the ordered Collocation services.

If the application is deficient, Verizon will specify in writing, within eight (8) Business Days, the information that must be provided by Intrado Comm in order to complete the application. If Intrado Comm resubmits a revised application curing any deficiencies in its original application within ten (10) calendar days after being informed of them, Intrado Comm shall retain its position within the Collocation application queue.

1.2.4 [Intentionally Left Blank].

1.2.5 Augmentation. Any request for an addition, partial reduction, or a change to an existing Collocation arrangement that has been inspected and turned over to Intrado Comm shall be considered an augmentation request. An augmentation request will require the submission of a complete application form and a non-refundable engineering or minor augment fee. A minor augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:

1.2.5.1 Major augments of Collocation arrangements are those requests that: (a) require AC or DC power; (b) add equipment that generates more BTU's of heat, or (c) increase the floor space over what Intrado Comm requested in its original application. A complete application and engineering fee will be required when submitting a request that requires a major augment.

1.2.5.2 Minor augments of Collocation arrangements will require the submission of a complete application form and the minor augment fee. Minor augments are those requests that: (a) do not require additional DC and AC power, (b) do not add equipment that generates more BTU's of heat, (c) do not increase floor space, and (d) do not add transmission cables, over what Intrado Comm requested in its original application. The requirements of a minor augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for additional DS0, DS1, and DS3 facility terminations to access Verizon's unbundled network elements are included as minor augments, providing no additional transmission cables are required.

Minor augments that require an augment fee are those requests that require Verizon to perform a service or function on behalf of Intrado Comm including but not limited to: installation of virtual equipment cards or software upgrades, removal of virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

Minor augments that do not require a fee are those augments performed solely by Intrado Comm, that do not require Verizon to provide a service or function on behalf of Intrado Comm, including but not limited to, requests to install additional equipment in Intrado Comm Collocation space. Prior to the installation of the additional equipment, Intrado Comm agrees to provide Verizon an application

form with an updated equipment listing that includes the new equipment to be installed in Intrado Comm's Collocation arrangement. Once the equipment list is submitted to Verizon, Intrado Comm may proceed with the augment. Intrado Comm agrees that changes in equipment provided by Intrado Comm under this provision will not exceed the engineering specifications for power and HVAC as requested on original application. All augments will be subject to Verizon inspection, in accordance with term of this contract for the purpose of ensuring compliance with Verizon safety standards.

1.2.6 Expansion. Verizon will not be required to construct additional space to provide for Intrado Comm Collocation when available space has been exhausted. Where Intrado Comm seeks to expand its existing Collocation space, Verizon shall make contiguous space available to the extent possible; provided, however, Verizon does not guarantee contiguous space to Intrado Comm to expand its existing Collocation space. Intrado Comm requests for expansion of existing space within a specific Verizon premise will require the submission of an application form and the appropriate major augment fee.

1.2.7 Relocation. Intrado Comm requests for relocation of the termination equipment from one location to a different location within the same Verizon premise will be handled on an ICB basis. Intrado Comm will be responsible for all costs associated with the relocation of its equipment.

1.3 Installation and Operation.

1.3.1 Joint Planning and Implementation Levels for Physical Collocation. Verizon and Intrado Comm shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (caged and cageless) Collocation arrangement implementation interval is seventy-six (76) Business Days for all standard arrangement requests which were properly forecast six (6) months prior to the application date, subject to the conditions set forth for forecasting and capacity. Major construction obstacles or special Intrado Comm requirements may extend the interval by fifteen (15) Business Days, resulting in a ninety-one (91)-Business Day interval.

1.3.1.1 The interval for Collocation augments which were properly forecast six months prior to the application date, subject to Section 1.3.1.4 as well as the conditions for forecasting and capacity, is forty-five (45) Business Days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:

1.3.1.1.1 800 2 wire voice grade terminations, or

1.3.1.1.2 400 4 wire voice grade terminations, or

1.3.1.1.3 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where Intrado Comm is eligible for line sharing/line splitting, or

1.3.1.1.4 28 DS1 terminations, or

1.3.1.1.5 24 DS3 terminations, or

1.3.1.1.6 12 fiber terminations, or

1.3.1.1.7 Conversion of 2 wire voice grade to 4 wire (minimum 100 – maximum 800), or

1.3.1.1.8 2 feeds (1A and 1B) DC power fused at 60 amps or less, or

1.3.1.1.9 DC Power as defined in 8 preceding, plus any one (1) additional item as defined in 1 through 7 preceding; or 2 of the following: a) 28 DS1 terminations; b) 3 DS3 terminations; or c) 12 fiber terminations. Intrado Comm must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at 85% utilization or above unless Intrado Comm can demonstrate to Verizon that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the forty-five (45) Business Day augment interval; or b) other good cause or causes that Intrado Comm cross connect capacity may be exceeded by the end of the forty-five (45) Business Day augment interval.

1.3.1.2 For 2 wire to 4 wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts.

1.3.1.3 The following standard implementation milestones will apply, in Business Days, unless Verizon and Intrado Comm jointly decide otherwise:

1.3.1.3.1 Day 1—Intrado Comm submits completed application and associated fee.

1.3.1.3.2 Day 8—Verizon notifies Intrado Comm that request can be accommodated and advises of due date.

1.3.1.3.3 Day 17—Intrado Comm notifies Verizon of its intent to proceed and submits 50% payment.

1.3.1.3.4 Day 30—Material ships and is received at vendor warehouse; Intrado Comm provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where Intrado Comm is eligible for line sharing/line splitting).

1.3.1.3.5 Day 45—Augment (as defined herein) completes.

1.3.1.3.6 Day 76—Verizon and Intrado Comm attend Collocation acceptance meeting and Verizon turns over the Collocation arrangement to Intrado Comm. Day 76 also applies to completion of other augments not defined herein.

1.3.1.4 The forty-five (45) Business Day interval is subject to the following requirements:

1.3.1.4.1 Infrastructure to support the requested augment must be in place (e.g., cable racking from common area to distributing frames, relay racks for splitter shelves, frame capacity for termination blocks, cable holes, fuse positions at existing Battery Distribution Fuse Boards (BDFBs).

1.3.1.4.2 The Intrado Comm must install sufficient equipment to support requested terminations/facilities.

1.3.1.4.3 In large central offices with complex cable runs (i.e., multiple floors), the Verizon may request to negotiate extensions to the forty-five (45) Business Day interval.

1.3.1.5 A preliminary schedule will be developed outlining major milestones. Intrado Comm and Verizon control various interim milestones they must complete in order to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone Intrado Comm misses (day for day). When Verizon becomes aware of the possibility of vendor delays, Verizon will first contact Intrado Comm to attempt to negotiate a new interval. If Verizon and Intrado Comm cannot agree, the dispute will be submitted to the Commission for prompt resolution. Verizon and Intrado Comm shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. Verizon will permit Intrado Comm to schedule one escorted visit to Intrado Comm's Collocation space during construction. The applicable labor rates in the Pricing Attachment will be applied for the escorted visit. In the case of extended intervals resulting from within Verizon's control or resulting from vendor delays, and provided the necessary security is in place, Verizon will permit Intrado Comm access to the Collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and Intrado Comm's work does not impair or interfere with Verizon in completing Verizon's work. Prior to Intrado Comm beginning the installation of its equipment, Intrado Comm must sign a conditional acceptance of the Collocation arrangement. If Intrado Comm elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon

signing a conditional acceptance of the space by Intrado Comm.

1.3.1.6 Intervals for non-standard arrangements, including adjacent Collocation, shall be mutually agreed upon by Intrado Comm and Verizon.

1.3.1.7 Verizon will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on an application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). Verizon will use its best efforts to minimize the additional time required to condition Collocation space, and will inform Intrado Comm of the time estimates as soon as possible.

1.3.2 Forecasting and Use of Data.

1.3.2.1 Verizon will request forecasts from Intrado Comm on a semi-annual basis, with each forecast covering a two-year period. Intrado Comm will be required to update the near-term (6-month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for virtual or physical (caged or cageless) Collocation, square footage required (physical), high-level list of equipment to be installed (virtual), and anticipated splitter arrangements where Intrado Comm is eligible for line sharing/line splitting. For augments, Intrado Comm may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.

If Verizon has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with Intrado Comm to determine the required space to be conditioned. If Verizon commits to condition space based on forecasts and if Intrado Comm is assigned space, Intrado Comm will give Verizon a non-refundable deposit equal to the application fee. Verizon will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. Verizon will consider forecasts in staffing decisions. Verizon will enter into planning discussions with Intrado Comm to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

1.3.2.2 Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. Verizon will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond Verizon's capacity limits, Verizon will negotiate longer intervals as required (and within reason). In general, if forecasts are received less than two (2) months prior to the application date, the interval start day may be postponed as follows:

1.3.2.2.1 No forecast: Interval Start Date commences two (2) months after application receipt date.

1.3.2.2.2 Forecast received one (1) month or less prior to application receipt date: Interval Start Date commences two (2) months after application receipt date.

1.3.2.2.3 Forecast received greater than one (1) month and less than two (2) months prior to application receipt date: Interval Start Date commences one (1) month after application receipt date.

1.3.2.2.4 Forecast received two (2) months or more prior to application receipt date: Interval Start Date commences on the application receipt date.

Any such interval adjustments will be discussed with Intrado Comm at the time the application is received.

1.3.3 Collocation Capacity.

1.3.3.1 Verizon's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, Verizon will attempt to smooth the demand via negotiations with the forecasting CLECs. If Verizon and Intrado Comm fail to agree to smooth demand, Verizon will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the Commission Staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options.

1.3.3.2 If Verizon augments its workforce based on Intrado Comm forecasts and if Intrado Comm refuses to smooth demand as described in Section 1.3.3.1, Intrado Comm will be held accountable for the accuracy of their forecasts.

1.3.4 Vendor Capacity. Verizon will continuously seek to improve vendor performance for all premises work, including Collocation. Since the vendors require notice in order to meet increases in demand, Verizon will share Intrado Comm actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.

1.3.5 Responsibility for Vendor Delays. No party shall be excused from their obligations due to the acts or omissions of a Party's subcontractors, material, person, suppliers or other third persons providing such products or services to such Party unless such acts or omissions are the product of a Force Majeure Event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or failure to perform.

1.3.6 Space Preparation.

1.3.6.1 Cage Construction. For caged Collocation, Intrado Comm may construct the cage with a standard enclosure if they are a Verizon approved contractor or Intrado Comm may subcontract this work to a Verizon approved contractor.

1.3.6.2 Site Selection/Power. Verizon shall designate the space within its premise where Intrado Comm shall collocate its equipment. Verizon will assign Collocation space to Intrado Comm in a just, reasonable, and nondiscriminatory manner. Verizon will allow Intrado Comm requesting caged or cageless Collocation to submit space preferences on the Application Form prior to assigning caged and cageless Collocation space to Intrado Comm. Verizon will assign caged and cageless space in accordance with the following standards: (1) Intrado Comm's Collocation costs cannot be materially increased by the assignment; (2) Intrado Comm's occupation and use of Verizon's premises cannot be materially delayed by the assignment; (3) The assignment cannot impair the quality of service or impose other limitations on the service Intrado Comm wishes to offer; and (4) The assignment cannot reduce unreasonably the total space available for caged and cageless Collocation, or preclude unreasonably, caged and cageless Collocation within Verizon's premises.

Verizon may assign caged and cageless Collocation to space separate from space housing Verizon's equipment, provided that each of the following conditions is met: (1) Either legitimate security concerns, or operational constraints unrelated to Verizon's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (2) Any caged and cageless Collocation space assigned to an affiliate or subsidiary of Verizon is separated from space housing Verizon's equipment; (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space; (4) The cost of the separated space to Intrado Comm will not be materially higher than the cost of non-separated space; and (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

Where applicable, Verizon shall provide, at the rates set forth in the Pricing Attachment described in Section 1.5.1, 48V DC power with generator and/or battery back-up, heat, air conditioning and other environmental support to Intrado Comm's equipment in the same standards and parameters required for Verizon equipment within that Verizon premise. Intrado Comm may install AC convenience outlets and overhead lighting if Intrado Comm is a Verizon approved contractor, or this work may be subcontracted to a Verizon approved contractor.

1.3.6.3 DC Power. Verizon will provide DC power to the Collocation arrangement as specified by Intrado Comm in its Collocation application. The Intrado Comm will specify

the load on each feed and the size of the fuse to be placed on each feed. Intrado Comm must order a minimum of ten (10) load amps for each caged, cageless, and virtual Collocation arrangement. Intrado Comm may order additional DC Power (beyond the minimum) in one (1) amp increments. Charges for DC power will be applied based on the total number of load amps ordered on each feed.

For example, if Intrado Comm orders a total of 40 load amps of DC power and an A and B feed, Intrado Comm could order 20 load amps on the A feed and 20 load amps on the B feed. Verizon will permit Intrado Comm to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, Intrado Comm could order that each feed be fused at 50 amps if Intrado Comm wants one feed to carry the entire load in the event the other feed fails. Accordingly, Intrado Comm will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.

1.3.6.4 Intrado Comm is responsible for engineering the power consumption in its Collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. Verizon will engineer the power feeds to the Collocation arrangement in accordance with industry standards based upon requirements ordered by Intrado Comm in its Collocation application. Any subsequent orders to increase DC power load at a Collocation arrangement must be submitted on a Collocation application.

1.3.6.5 Verizon reserves the right to perform random inspections to verify the actual power load being drawn by a Collocation arrangement. At any time, without written notice, Verizon may measure the DC power drawn at an arrangement by monitoring Verizon's power distribution point. In those instances where Verizon needs access to the Collocation arrangement to make these measurements, Verizon will schedule a joint meeting with Intrado Comm.

1.3.6.6 If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.

1.3.6.7 If the inspection reveals that the power being drawn exceeds the total number of load amps ordered but is within the applicable buffer zone, as defined in Section 1.3.6.7.2, that arrangement is subject to the following treatment:

1.3.6.7.1 Verizon will provide Intrado Comm with written notification, by certified US mail to the person designated by Intrado Comm to receive such notice, that more power is being drawn than was ordered. Within ten (10) Business Days of the date of receipt of notification, Intrado Comm must reduce the power being drawn to match its

ordered load or revise its power requirement to accommodate the additional power being drawn. Verizon will accept a certification signed by a representative of Intrado Comm that power consumption has been reduced to match the ordered load. Failure to reduce the power being drawn or submit a revised application within ten (10) Business Days will result in an increase in the amount of power being billed to the audited load amount.

1.3.6.7.2 For a Collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be 120% of load, as long as the second violation is not for the same Collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same Collocation arrangement, and for any violation where the Collocation arrangement has more than 100 amps fused, the buffer zone will be 110% of load.

1.3.6.8 If the first inspection reveals that the power being drawn is greater than the applicable buffer zone specified in 1.3.6.7.2, that arrangement is subject to the following treatment:

1.3.6.8.1 Verizon will notify the person designated by Intrado Comm to receive such notice via telephone or e-mail that Verizon will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. Verizon will not wait for Intrado Comm or require it to be present during the second inspection.

1.3.6.8.2 Additional Labor charges, as set forth in the Pricing Attachment, apply for the cost associated with performing this inspection.

1.3.6.8.3 Intrado Comm may perform its own inspection at Intrado Comm's cage. Intrado Comm is not required to wait for Verizon or require it to be present during Intrado Comm test. Upon request of Intrado Comm, Verizon will send a representative to accompany Intrado Comm to conduct a joint inspection at Intrado Comm cage at no charge to Intrado Comm. Nothing herein shall be construed to prohibit Intrado Comm from testing at its own cage. Intrado Comm will send the results of its own audit measurements to Verizon if they are taken in response to a notice of violation under this section and if Intrado Comm's measurements differ from Verizon's.

1.3.6.8.4 If the second test also exceeds the applicable buffer zone, Verizon will provide Intrado Comm with written notification, within ten (10) Business Days, by certified U.S. mail to the person designated by Intrado Comm to receive such notice that it has exceeded its ordered power. The notification will include: (1) initials or identifying number of Verizon technician(s) who performed the inspection; (2) dates and times of the inspections; (3) the make, model and type of test equipment used; (4) the length of monitoring and the results of the specific audit; (5) the total load amps currently being billed; (6) how the test was done; and (7) any other relevant information or documents.

1.3.6.8.5 Verizon will maintain a file of results taken of any inspections for two (2) years and such file will be made available to Intrado Comm that was audited, upon request. Verizon will treat as confidential information the identity of CLECs that it audits as well as the results of such audits, unless it receives prior written consent of the affected CLEC to disclose such information or is required by Applicable Law to disclose such information to a court or commission. The foregoing does not preclude Verizon from making the notice described in Section 1.3.6.8.6.

1.3.6.8.6 If Intrado Comm disagrees with the results of the audit, Intrado Comm will first notify Verizon. Verizon and Intrado Comm will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke dispute resolution processes set forth in this Agreement. The dispute resolution process set forth in this Agreement can be initiated by either party after thirty (30) calendar days have elapsed. This period commences: (1) ten (10) Business Days from receipt of the notification, in the case of violation within the buffer zone; or (2) after Intrado Comm has received notice of the second test, in the case of a violation over the buffer zone.

1.3.6.8.7 With the notification required by Section 1.3.6.8.4, Verizon will also notify Intrado Comm that it must submit a non-scheduled attestation of the power being drawn at each of its remaining Collocation arrangements in the state. Intrado Comm must submit this non-scheduled attestation within fifteen (15) Business Days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of additional labor charges for any subsequent DC power inspections Verizon

performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in Section 1.3.6.11.

1.3.6.9 If the inspection reveals that the power being drawn is greater than the applicable buffer zone set forth in Section 1.3.6.7.2, then Intrado Comm shall pay Verizon for additional power, as well as make separate and additional payments to a charitable organization agreed upon by the parties ("Charity") in accordance with the following:

1.3.6.9.1 For the first such violation within the same consecutive twelve (12) month period, Intrado Comm will be billed the audited load amount for four (4) months. Intrado Comm will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the audited load for four (4) months. Intrado Comm must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.

1.3.6.9.2 For the second such violation within the same consecutive twelve (12) month period, Intrado Comm will be billed the audited load amount for five (5) months. Intrado Comm will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the audited load for five (5) months. Intrado Comm must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.

1.3.6.9.3 For the third such violation within the same consecutive twelve (12) month period, Intrado Comm will be billed the audited load amount for six (6) months. Intrado Comm will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the audited load for six (6) months. Intrado Comm must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.

1.3.6.9.4 For more than three (3) violations within the same consecutive twelve (12) month period, Verizon will bill Intrado Comm at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received.

1.3.6.9.5 Verizon will notify Intrado Comm that it is being billed pursuant to this Section 1.3.6.9,

designating the applicable number of months and also calculating the payment owed to the Charity, under the provisions set forth preceding.

1.3.6.9.6 At the conclusion of any dispute resolution proceeding, the above payments will be self-executing.

1.3.6.10 If Intrado Comm has requested a power augment under which the audited amount would be within the augmented load, plus the applicable buffer zone set forth in Section 1.3.6.7.2, and the augment is late due to the fault of Verizon, the payments specified in Section 1.3.6.9 will not be imposed and the parties will not count such an instance for purposes of implementing Section 1.3.6.9.5.

1.3.6.11 Annually, Intrado Comm must submit a written statement signed by a responsible officer of Intrado Comm, which attests that it is not exceeding the total load of power as ordered in its Collocation applications. This attestation, which must be received by Verizon no later than the last day of June, shall individually list all of Intrado Comm's completed Collocation arrangements provided by Verizon in the state. If Intrado Comm fails to submit this written statement by the last day in June, Verizon will notify Intrado Comm in writing that it has thirty (30) calendar days to submit its power attestation. Failure to submit the required statement within the thirty (30) calendar day notice period will result in the billing of DC power at each Collocation arrangement to be increased to the total number of amps fused until such time as Verizon receives the required written statement by Intrado Comm.

1.3.6.12 Whenever Verizon is required to perform work on a Collocation arrangement as a result of Intrado Comm's order for a reduction in power requirements (e.g., change in fuse size), Verizon will assess a non-recurring charge for the additional labor. The non-recurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in the Pricing Attachment.

1.3.6.13 If Intrado Comm orders a change in the power configuration requiring new -48 volt DC power feeds to the Collocation arrangement, Verizon will require an engineering/major augment Fee with an application, as set forth in the Pricing Attachment, subject to the terms and conditions described in Section 1.2.5. In addition, if Intrado Comm's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the engineering/major augment fee as set forth in the Pricing Attachment applies. Verizon will work cooperatively with Intrado Comm to configure the new power distribution cables and disconnect the old ones.

1.3.7 Equipment and Facilities.

1.3.7.1 Purchase of Equipment. Intrado Comm will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the Collocation area. Verizon is not responsible for the design, engineering, or performance of Intrado Comm's equipment and provided facilities for Collocation. Upon installation of all transmission and power cables for Collocation services, Intrado Comm relinquishes all rights, title and ownership of transmission (excluding fiber entrance facility cable) and power cables to Verizon.

1.3.7.2 Permissible Equipment. Verizon shall permit the Collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards: (1) Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude Intrado Comm from obtaining interconnection with Verizon at a level equal in quality to that which Verizon obtains within its own network or Verizon provides to any of its affiliates, subsidiaries, or other parties; and (2) Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude Intrado Comm from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as Intrado Comm seeks to deploy it, meets either or both of the standards set forth in the preceding paragraph. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services Intrado Comm seeks to provide to its customers by means of the interconnection or unbundled network element. The Collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in the preceding paragraph must not cause the equipment to significantly increase the burden on Verizon's property.

Whenever Verizon objects to Collocation of equipment by Intrado Comm for purposes within the scope of Section 251(c)(6) of the Act, Verizon shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above.

Intrado Comm may place in its caged Collocation space ancillary equipment such as cross connect frames, and

metal storage cabinets. Metal storage cabinets must meet Verizon premise environmental standards.

1.3.7.3 Specifications. Collocation facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), the Federal Communications Commission, the Commission, and any other governing authority having jurisdiction. All Intrado Comm entrance facilities and splices must comply with Telcordia Technologies' Generic Specification for Optical Fiber and Optical Fiber Cable (TR-TSY-00020), Cable Placing Handbook, Cable Splicing Handbook, Cable Maintenance Handbook, and General Information Tools and Safety, as they relate to fire, safety, health, environmental safeguards or interference with Verizon services or facilities. Intrado Comm designated and installed equipment located within Verizon premises must comply with the most recent issue, unless otherwise specified, of Telecordia Technologies' Network Equipment Building System (NEBS) Generic Equipment Requirements (GR-CORE-63) as it pertains to safety requirements. This equipment must also comply with the most current issue, unless otherwise specified, of Verizon's Network Equipment Installation Standards (Verizon Information Publication IP 72201) and Verizon's Central Office Engineering Standards (Verizon Information Publication IP 72013). Where a difference in specification may exist, the more stringent shall apply. If there is a conflict between industry standards and Verizon's technical specifications, Intrado Comm and Verizon will make a good faith effort to resolve the difference. Intrado Comm designated facilities shall not physically, electronically or inductively interfere with the facilities of Verizon, other CLEC(s), tenant(s) or any other party. If such interference occurs, Verizon may take action as permitted under Section 1.8.

Intrado Comm equipment must conform to the same specific risk/safety/hazard standards which Verizon imposes on its own central office equipment as defined in Verizon's NEBS requirements RNSA-NEB-95-0003, Revision 10 or higher. Intrado Comm equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in Verizon's RNSA-NEB-95-0003, Revision 10 or higher. In addition, Intrado Comm may install equipment that has been deployed by Verizon for five (5) years or more with a proven safety record; however, this provision does not prohibit the installation of equipment less than five years old, provided the equipment meets the NEBS safety guidelines referenced in this section prior to the time of deployment. Verizon reserves the right to specify the type of cable, equipment and construction standards required in situations not otherwise covered in this Agreement. In such cases,

Verizon will, at its discretion, furnish to Intrado Comm written material which will specify and explain the required construction.

1.3.7.4 Cable. Intrado Comm is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding and reduce the possibility of interference. Intrado Comm is responsible for providing fire retardant riser cable that meets Verizon standards. Verizon is responsible for placing Intrado Comm's fire retardant riser cable from the cable vault to the Collocation space. Verizon is responsible for installing Intrado Comm provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated inner duct. If Intrado Comm provides its own fiber optic facility, then Intrado Comm shall be responsible for bringing its fiber optic cable to the Verizon premise manhole. Intrado Comm must leave sufficient cable length for Verizon to be able to fully extend such cable through to Intrado Comm's Collocation space.

1.3.7.5 Manhole/Splicing Restrictions. Verizon reserves the right to prohibit all equipment and facilities, other than fiber optic cable, in its manholes. Intrado Comm will not be permitted to splice fiber optic cable in the first manhole outside of the Verizon premise. Where Intrado Comm is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by Verizon to be pulled through the Verizon premise to Intrado Comm's Collocation space. Verizon is responsible for installing a cable splice, if necessary, where Intrado Comm provided fiber optic cable meets Verizon standards within the Verizon premise cable vault or designated splicing chamber. Verizon will provide space and racking for the placement of an approved secured fire retardant splice enclosure.

1.3.7.6 Access Points and Restrictions. Points of interconnection and demarcation between Intrado Comm's facilities and Verizon's facilities will be designated by Verizon. This point(s) will be a direct connection(s) to Intrado Comm's network. Verizon shall have the right to require Intrado Comm to terminate Collocation facilities onto a Point of Termination (POT) Bay. Intrado Comm must tag all entrance facilities to indicate ownership. Intrado Comm will not be allowed access to Verizon's DSX line-ups, MDF or any other Verizon facility termination points. Only Verizon employees, agents or contractors will be allowed access to the MDF, DSX, or fiber distribution panel to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

1.3.7.7 Staging Area. For caged and cageless Collocation arrangements, Intrado Comm shall have the right to use a designated staging area, a portion of the Verizon premise and loading areas, if available, on a temporary basis during Intrado Comm's equipment installation work in the

Collocation space. Intrado Comm is responsible for protecting Verizon's equipment Verizon premise walls and flooring within the staging area and along the staging route. Intrado Comm will meet all Verizon fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to Verizon in an acceptable condition upon completion of the installation work. Intrado Comm may also utilize a staging trailer, which can be located on the exterior premises of Verizon premise. Verizon may assess Intrado Comm a market value lease rate for the area occupied by the trailer.

1.3.7.8 Testing. Upon installation of Intrado Comm's equipment, and with prior notice, Verizon and Intrado Comm will mutually agree to schedule a meeting prior to the turn-up phase of the equipment to ensure proper functionality between Intrado Comm's equipment and the connections to Verizon equipment. The time period for this to occur will correspond to Verizon's maintenance window installation requirements. It is solely the responsibility of Intrado Comm to provide their own monitor and test points, if required, for connection directly to its terminal equipment. If Intrado Comm cannot attend the scheduled turn-up phase meeting for any reason, Intrado Comm must provide Verizon with seventy-two (72) hours advanced written notice prior to the scheduled meeting. If Intrado Comm fails to attend the scheduled meeting without the advanced written notification, Verizon reserves the right to charge Intrado Comm additional labor rates set forth in the Pricing Attachment for subsequent turn-up meetings with Intrado Comm which are required to complete the turn-up phase of the Collocation arrangement.

1.3.7.9 Interconnection Between Collocated Spaces. Dedicated Transit Service (DTS), which allows for interconnection between Intrado Comm and another CLEC, provides a dedicated electrical or optical path between Collocation arrangements (caged, cageless, and virtual) of the same or of two different CLECs within the same Verizon premises, using Verizon provided distribution facilities. DTS is available for DS0, DS1, DS3, and dark fiber cross connects. In addition, Verizon will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) as requested by Intrado Comm and agreed to by Verizon. Verizon will offer DTS to Intrado Comm as long as such access is technically feasible.

DTS is only available when both Collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Verizon premises, provided that the collocated equipment is used for interconnection with Verizon and/or for access to the Verizon's unbundled network elements. Verizon shall provide such DTS connections from Intrado Comm's Collocation arrangement to another Collocation arrangement of Intrado Comm within

the same Verizon premises, or to a Collocation arrangement of another CLEC in the same Verizon premises. DTS is provided at the same transmission level from Intrado Comm to another CLEC.

The DTS arrangement requires Intrado Comm to provide cable assignment information for itself as well as for the other CLEC. Verizon will not make cable assignments for DTS. Intrado Comm is responsible for all DTS ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. When initiating a DTS request, Intrado Comm must submit an Access Service Request (ASR) and a letter of agency from the CLEC it is connecting to that authorizes the DTS connection and facility assignment. DTS is provided on a negotiated interval with Intrado Comm.

1.3.7.10 Optical Facility Terminations. If Intrado Comm requests access to unbundled dark fiber interoffice facilities, Intrado Comm may apply for a fiber optic patchcord connection(s) between Verizon's fiber distribution panel (FDP) and Intrado Comm's collocated transmission equipment and facilities. The fiber optic patchcord cross connect is limited in use solely in conjunction with access to unbundled dark fiber and Dedicated Transit Service.

1.3.7.11 Non-Compliant Installations and Operations. If at any time Verizon reasonably determines that either Intrado Comm's Collocation equipment or it's engineering and installation do not meet the requirements outlined in this Attachment, Intrado Comm will be responsible for the costs associated with the removal of equipment or modification of the equipment or engineering and installation to render it compliant. If Intrado Comm fails to correct any non-compliance with these standards within thirty (30) days' written notice to Intrado Comm, Verizon may have the equipment removed or the condition corrected at Intrado Comm expense. If, during the installation phase, Verizon reasonably determines that any Intrado Comm designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental, security, or other laws or regulations, Verizon has the right to immediately stop the work until the problem is corrected to Verizon's satisfaction. However, when any of the above conditions poses an immediate threat to the safety of Verizon employees, interferes with the performance of Verizon's service obligations, or poses an immediate threat to the physical integrity of the overhead superstructure or any other facilities of Verizon, Verizon may perform such work and/or take such action that Verizon deems necessary without prior notice to Intrado Comm. The reasonable cost of said work and/or actions shall be borne by Intrado Comm. Verizon reserves the right to remove products, facilities and equipment from its list of approved products upon ninety (90) days' notice to Intrado Comm if such products, facilities and equipment are determined to be no longer compliant

with NEBS safety standards. If Intrado Comm equipment poses an immediate safety threat, Intrado Comm shall remove the equipment immediately.

1.3.8 Access to Collocation Space. Verizon will permit Intrado Comm's employees, agents, and contractors approved by Verizon to have direct access to Intrado Comm's caged and cageless Collocation equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to Verizon's restroom and parking facilities. Intrado Comm's employees, agents, or contractors must comply with the policies and practices of Verizon pertaining to fire, safety, and security. Verizon reserves the right, with twenty-four (24) hours prior notice to Intrado Comm, to access Intrado Comm's collocated partitioned space to perform periodic inspections to ensure compliance with Verizon installation, safety and security practices. Where Intrado Comm shares a common entrance to the Verizon premise with Verizon, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, Verizon reserves the right to permanently remove and/or deny access from Verizon premises, any Intrado Comm employee, agent, or contractor who violates Verizon's policies, work rules, or business conduct standards, or otherwise poses a security risk to Verizon.

1.3.9 Network Outage, Damage and Reporting. Intrado Comm shall be responsible for: (a) any damage or network outage occurring as a result of Intrado Comm owned or Intrado Comm designated termination equipment in Verizon premise; (b) providing trouble report status when requested; (c) providing a contact number that is readily accessible twenty-four (24) hours a day, seven (7) days a week; (d) notifying Verizon of significant outages which could impact or degrade Verizon's switches and services and provide estimated clearing time for restoral; and (e) testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to Intrado Comm service.

Verizon will make every effort to contact Intrado Comm in the event Intrado Comm equipment disrupts the network. If Verizon is unable to make contact with Intrado Comm, Verizon shall temporarily disconnect Intrado Comm's service, as provided in Section 1.3.11.

1.3.10 Security Requirements.

1.3.10.1 Security Measures. Intrado Comm agrees that its employees/vendors with access to Verizon premise shall at all times adhere to the rules of conduct established by Verizon for the Verizon premises and Verizon's personnel and vendors. Verizon reserves the right to make changes to such procedures and rules to preserve the integrity and operation of Verizon's network or facilities or to comply with applicable laws and regulations. Verizon will provide Intrado Comm with written notice of such changes. Where applicable, Verizon will provide information to Intrado Comm on the specific type of security training required so Intrado Comm's employees can complete such training.

Intrado Comm will maintain with Verizon a list of all Intrado Comm employees who are currently authorized by Intrado

Comm to access its caged and cageless Collocation space and will include social security numbers of all such individuals. Intrado Comm will also maintain with Verizon a list of its collocated-approved vendors and their social security numbers who request access to caged and cageless Collocation space. Only those individuals approved by Verizon will be allowed access to Verizon premises and caged and cageless Collocation space. Where required by agencies of federal, state, or local government, only individuals that are U.S. citizens will be granted access. All Intrado Comm personnel must obtain and prominently display a valid non-employee Verizon identification card. Former employees of Verizon will be given access to Verizon premises by Intrado Comm in accordance with the Verizon's normal security procedures applicable to any Vendor(s) or Contractor(s) on Verizon's premises. Verizon reserves the right to revoke any identification badge and/or access card of any Intrado Comm employee or agent found in violations of the terms and conditions set forth herein.

Intrado Comm must follow Verizon's security guidelines, which are published on Verizon's web site. Verizon may suspend an Intrado Comm employee or agent from Verizon's premises if his/her actions materially affect the safety and/or integrity of Verizon's network or the safety of Verizon or other Intrado Comm employees/agents. Unless Intrado Comm employee or agent poses an immediate threat to Verizon or other CLECs, Verizon will provide Intrado Comm with a written explanation of violations committed by the Intrado Comm employee or agent four (4) Business Days prior to suspending Intrado Comm employee or agent from Verizon premises. Intrado Comm will have two (2) Business Days to respond to Verizon's notification. Any such employee or agent may later be allowed readmission to Verizon premises on mutually agreeable terms. Nothing in this section, however, restricts Verizon's authority to bar the Intrado Comm employee or agent from Verizon premises for violating Verizon's security guidelines.

1.3.10.2 Security Standards. Verizon will be solely responsible for determining the appropriate level of security in each Verizon premise. Verizon reserves the right to deny access to Verizon buildings and/or outside facility structures for any Intrado Comm employee, agent or contractor who cannot meet Verizon's established security standards. Employees, agents or contractors of Intrado Comm are required to meet the same security requirements and adhere to the same work rules that Verizon's employees and contractors are required to follow. Verizon also reserves the right to deny access to Verizon buildings and/or outside facility structures for Intrado Comm's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause. Intrado Comm employees, agents or contractors who meet Verizon's established security standards will be provided access to

Intrado Comm's caged and cageless Collocation equipment 24 hours a day, seven days a week and reasonable access to Verizon's restroom facilities. If Intrado Comm employees, agents or contractors request and are granted access to other areas of Verizon's premises, a Verizon employee, agent or contractor may accompany and observe Intrado Comm employee(s), agent(s) or contractor(s) at no cost to Intrado Comm. Verizon may use reasonable security measures to protect its equipment, including, for example, enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by Verizon.

Verizon may require Intrado Comm employees and contractors to use a central or separate entrance to Verizon's premises, provided, however, that where Verizon requires that Intrado Comm employees or contractors access collocated equipment only through a separate entrance, employees and contractors of Verizon's affiliates and subsidiaries will be subject to the same restriction.

Verizon may construct or require the construction of a separate entrance to access caged and cageless Collocation space, provided that each of the following conditions is met: (i) Construction of a separate entrance is technically feasible; (ii) Either legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (iii) Construction of a separate entrance will not artificially delay Collocation provisioning; and (iv) Construction of a separate entrance will not materially increase Intrado Comm's Collocation costs.

1.3.10.3 Access Cards/Identification. Access cards or keys will be provided to no more than a reasonable number of individuals for Intrado Comm for each Verizon premise for the purpose of installation, maintenance and repair of Intrado Comm's caged and cageless Collocation equipment. All Intrado Comm employees, agents and contractors requesting access to the Verizon premise are required to have a photo identification card, which identifies the person by name and the name of Intrado Comm. The ID must be worn on the individual's exterior clothing while on or at Verizon premises. Verizon will provide Intrado Comm with instructions and necessary access cards or keys to obtain access to Verizon premises. Intrado Comm is required to immediately notify Verizon by the most expeditious means, when any Intrado Comm's employee, agent or contractor with access privileges to Verizon premises is no longer in its employ, or when keys, access cards or other means of obtaining access to Verizon premises are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. Intrado Comm is responsible for the immediate retrieval and return to Verizon of all keys, access cards or

other means of obtaining access to Verizon premises upon termination of employment of Intrado Comm's employee and/or termination of service. Intrado Comm shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of Intrado Comm or Intrado Comm's employee, agent or contractor to return to Verizon.

1.3.11 Emergency Access. Intrado Comm is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. Intrado Comm will provide access to its Collocation space at all times to allow Verizon to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Verizon regulations and standards related to fire, safety, health and environment safeguards. Verizon will attempt to notify Intrado Comm in advance of any such emergency access. If advance notification is not possible Verizon will provide notification of any such entry to Intrado Comm as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact Intrado Comm's facilities or equipment and its ability to provide service. Verizon will restrict access to Intrado Comm's Collocation space to persons necessary to handle such an emergency. The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. Verizon reserves the right, without prior notice, to access Intrado Comm's Collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by Intrado Comm or Intrado Comm's equipment upon the operation of Verizon's or another CLEC's equipment, facilities and/or employees located outside Intrado Comm's Collocation space. Verizon will notify Intrado Comm as soon as possible when such an event has occurred. In case of a Verizon work stoppage, Intrado Comm's employees, contractors or agents will comply with the emergency operation procedures established by Verizon. Such emergency procedures should not directly affect Intrado Comm's access to its premises, or ability to provide service. Intrado Comm will notify Verizon point of contact of any work stoppages by Intrado Comm employees.

1.4 Space Requirements.

1.4.1 Space Availability. If Verizon is unable to accommodate caged and cageless Collocation requests at a Verizon premise due to space limitations or other technical reasons, Verizon will post a list of all such sites on its website and will update the list within ten (10) calendar days of the date at which a Verizon premise runs out of caged and cageless Collocation space. This information will be listed at the following public Internet URL: http://www.verizon.com/regulatory. Where Verizon has denied caged and cageless Collocation requests at a Verizon premise due to space limitations or other technical reasons, Verizon shall: (a) submit to the state commission, subject to any protective order as the state may deem necessary, detailed floor plans or diagrams of the Verizon premise which show what space, if any, Verizon or any of its affiliates has reserved for future use; and describe in detail, the specific future uses for which the space has

been reserved and the length of time for each reservation; and (b) allow Intrado Comm to tour the entire premises of the Verizon premise, without charge, within ten (10) calendar days of the tour request.

1.4.2 Minimum/Maximum/Additional Space. The standard sizes of caged Collocation space will be increments of 100 square feet unless mutually agreed to otherwise by Verizon and Intrado Comm. The minimum amount of floor space available to Intrado Comm at the time of the initial application will be twenty-five (25) square feet of caged Collocation space or one (1) single bay in the case of cageless Collocation. The maximum amount of space available in a specific Verizon premise to Intrado Comm will be limited to the amount of existing suitable space which is technically feasible to support the Collocation arrangement requested. Existing suitable space is defined as available space in a Verizon premise that does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning Collocation services. Additional space to provide for caged, cageless and/or adjacent Collocation will be provided on a per request basis, where available. Additional space can be requested by Intrado Comm by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in the Pricing Attachment. Verizon will not be required to lease additional space when available space has been exhausted.

1.4.3 Use of Space. Verizon and Intrado Comm will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, Intrado Comm shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within Verizon's premises. Intrado Comm shall use the Collocation space solely for the purposes of installing, maintaining and operating Intrado Comm's equipment to interconnect for the exchange of traffic with Verizon and/or for purposes of accessing UNEs. Intrado Comm shall not construct improvements or make alterations or repairs to the Collocation space without the prior written approval of Verizon. The Collocation space may not be used for administrative purposes and may not be used as Intrado Comm's employee(s) work location, office or retail space, or storage. The Collocation space shall not be used as Intrado Comm's mailing or shipping address.

1.4.4 Reservation of Space. Verizon reserves the right to manage its Verizon premise conduit requirements and to reserve vacant space for planned facility. Verizon will retain and reserve a limited amount of vacant floor space within its Verizon premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve Collocation space for their own future use. If the remaining vacant floor space within a Verizon premise is reserved for Verizon's own specific future use, the Verizon premise will be exempt from future caged and cageless Collocation requests. Intrado Comm shall not be permitted to reserve Verizon premise cable space or conduit system. If new conduit is required, Verizon will negotiate with Intrado Comm to determine an alternative arrangement for the specific location. Intrado Comm will be allowed to reserve Collocation space for its caged/cageless arrangements based on

Intrado Comm's documented forecast provided Verizon and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to Verizon seeking to reserve vacant space for its own specific use. Cageless Collocation bays may not be used solely for the purpose of storing Intrado Comm equipment.

1.4.5 Collocation Space Report. Upon request by Intrado Comm and upon Intrado Comm signing a Collocation nondisclosure agreement, Verizon will make available a Collocation space report with the following information for the Verizon premise requested:

1.4.5.1 Detailed description and amount of caged and cageless Collocation space available;

1.4.5.2 Number of telecommunications carriers with existing Collocation arrangements;

1.4.5.3 Modifications of the use of space since the last Collocation space report requested; and,

1.4.5.4 Measures being taken, if any, to make additional Collocation spaces available.

The Collocation space report is not required prior to the submission of a Collocation application for a specific Verizon premise in order to determine Collocation space availability for the Verizon premise. The Collocation space report will be provided to Intrado Comm within ten (10) calendar days of the request provided the request is submitted during the ordinary course of business. A Collocation space report fee contained in the Pricing Attachment will be assessed per request and per Verizon premise.

1.4.6 Reclamation. When initiating an application form, Intrado Comm must have started installing equipment approved for Collocation at Verizon premise within a reasonable period of time, not to exceed sixty (60) calendar days from the date Intrado Comm accepts the Collocation arrangement. If Intrado Comm does not utilize its Collocation space within the established time period, and has not met the space reservation requirements of Section 1.4.4 to the extent applicable, Verizon may reclaim the unused Collocation space to accommodate another CLEC's request or Verizon's future space requirements. Verizon shall have the right, for good cause shown, and upon sixty (60) calendar days' notice, to reclaim any Collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its Tariffs to provide telecommunication services to its Customers. In such cases, Verizon will reimburse Intrado Comm for reasonable direct costs and expenses in connection with such reclamation. Verizon will make every reasonable effort to find other alternatives before attempting to reclaim any such space. Intrado Comm may seek Commission relief from reclamation within ten (10) Business Days of being notified.

1.5 Pricing.

1.5.1 Rate Sheet. The rates for Verizon's Collocation services provided pursuant to this Agreement are set forth in the Pricing Attachment only

to the extent that there are no corresponding rates in an applicable Verizon Collocation Tariff that has been filed with the Commission and become effective. If there is a Verizon Collocation Tariff that has been filed with the Commission and become effective, the rates in such Tariff shall apply and the rates set forth in the Pricing Attachment shall not apply.

1.5.2 Subsequent to the execution of this Agreement, Verizon also may elect to file a Collocation Tariff with the Commission with provisions addressing any of the rates specified in this Agreement. Any such Tariff, when it becomes effective, shall supersede and replace the corresponding rates set forth in the Pricing Attachment and such rates specified in the Pricing Attachment shall cease to be effective. Notwithstanding anything in this Agreement to the contrary, the rates identified in this Collocation Attachment also may be superseded prospectively by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements.

1.5.3 Billing and Payment. The initial payment of NRCs shall be due and payable in accordance with Section 1.3.1. The balance of the NRCs and all related monthly recurring service charges will be billed to Intrado Comm when Verizon provides Intrado Comm access to the caged, cageless or adjacent Collocation arrangement or completes installation of the virtual Collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

1.6 Liability and Indemnification.

In addition to their other respective indemnification and liability obligations set forth in this Agreement, each Party shall meet the following obligations. To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control. The fact that a provision appears in another part of the Agreement but not in this Attachment, or in this Attachment but not in another part of the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict.

1.6.1 No liability shall attach to Verizon for damages arising from errors, mistakes, omissions, interruptions, or delays of Verizon, or its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct. Subject to the provisions following, with respect to any claim or suit, by Intrado Comm or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, Verizon's liability, if any, shall not exceed an amount equal to the proportionate charge by Verizon for the service for the period during which service was affected.

1.6.2 Verizon shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.

1.6.3 Verizon is not liable for damages to Intrado Comm premises resulting from the furnishing of service, including the installation and removal of

equipment and associated wiring, unless the damage is caused by Verizon's gross negligence or willful misconduct.

1.6.4 Verizon shall be indemnified, defended and held harmless by Intrado Comm and/or its end user against any claim, loss or damage arising from the use of services offered under this Attachment, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of Intrado Comm or its end user in connection with facilities provided by Verizon, Intrado Comm, or the end user.

1.6.5 Verizon shall not be liable to Intrado Comm or its customers in connection with the provision or use of the services provided under this Attachment for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind, even if Verizon has been advised of the possibility of such loss or damage.

1.6.6 Verizon does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. Verizon shall be indemnified, defended and held harmless by Intrado Comm from any and all claims by any person relating to Intrado Comm's use of services so provided.

1.6.7 No license under patents (other than the limited license to use) is granted by Verizon or shall be implied or arise by estoppel, with respect to any service offered under this Attachment.

1.6.8 Verizon's failure to provide or maintain services under this Attachment shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against Verizon, acts of God and other circumstances beyond Verizon's reasonable control.

1.6.9 Verizon shall not be liable for any act or omission of any other entity furnishing to Intrado Comm facilities, equipment, or services used in conjunction with the services provided under this Attachment. Nor shall Verizon be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of Intrado Comm or Intrado Comm's end user, or due to the failure of equipment, facilities, or services provided by Intrado Comm or its end user.

1.6.10 Verizon shall not be liable to Intrado Comm or to any third party for any physical damage to Intrado Comm's facilities or equipment within the Verizon premises, unless caused by the gross negligence or willful misconduct of Verizon's agents or employees.

1.6.11 Intrado Comm shall indemnify, defend and save harmless Verizon from and against any and all losses, claims, demands, causes of action and costs, including attorney's fees, whether suffered, made, instituted or asserted by Intrado Comm or by any other party or person, for damages to property or injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of Intrado Comm's equipment

or facilities or by their proximity to the equipment or facilities of any person occupying space within or on the exterior of Verizon's premises, or by any act or omission of Intrado Comm or Intrado Comm's employees, agents or contractors, in connection therewith. These provisions shall survive the termination, cancellation, modification or rescission of the Agreement for at least 18 months from the date of the termination.

1.6.12 Intrado Comm shall indemnify, defend and save harmless Verizon from and against any and all losses, claims, demands, causes of action, damages and costs, including, but not limited to, attorney's fees and damages, costs and expenses of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence in, or the occupancy of, the Verizon premises by Intrado Comm, and/or acts by Intrado Comm or its employees, agents or contractors.

1.6.13 Intrado Comm shall indemnify, defend, and hold harmless Verizon and its directors, officers, employees, servants, agents, affiliates and parent, from and against any and all claims, costs, expenses and liabilities of any kind, including, but not limited to, reasonable attorney's fees, arising out of or relating to Intrado Comm's installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.

1.6.14 Intrado Comm represents, warrants and covenants that it shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. Intrado Comm shall indemnify, defend, and hold harmless Verizon and its directors, officers, employees, servants, agents, affiliates and parent, from and against any and all claims, costs, expenses and liabilities of any kind, including, but not limited to, fines and penalties, arising out of any breach of the foregoing by Intrado Comm or its directors, officers, employees, servants, agents, affiliates or parent. These provisions shall survive the termination, cancellation, modification or rescission of the Agreement for at least 18 months from the date of the termination.

1.6.15 Verizon and Intrado Comm shall each be responsible for all persons under their control or aegis working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the Verizon premises and, as appropriate, cable space.

1.7 Casualty.

1.7.1 If the Collocation equipment location or any part thereof is damaged by fire or other casualty, Intrado Comm shall give immediate notice thereof to Verizon. The terms and conditions of this Attachment shall remain in full force and effect with the following modifications:

1.7.1.1 If the Collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty caused by Verizon, the damages thereto shall be repaired by and at the expense of Verizon. Non-recurring and monthly recurring charges, until such repair is substantially completed, shall be apportioned from the day following the casualty according to the part of the

Collocation equipment location which is usable. Verizon reserves the right to elect not to restore the Collocation equipment location under the conditions specified in 1.8.2. If Verizon elects to restore the Collocation equipment location, Verizon shall inform Intrado Comm of its plans to repair/restore the Collocation equipment location as soon as it is practicable and will work in good faith to restore service to Intrado Comm as soon as possible. Verizon shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Verizon's reasonable control.

1.7.1.2 If the Collocation equipment location or any part thereof is totally damaged or rendered wholly unusable by fire or other casualty caused by Verizon, then applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Collocation equipment location shall have been repaired and restored by Verizon. Verizon reserves the right to elect not to restore the Collocation equipment location under the conditions specified in 1.8.2. If Verizon elects to restore the Collocation equipment location, Verizon shall inform Intrado Comm of its plans to repair/restore the Collocation equipment location as soon as it is practicable and will work in good faith to restore service to Intrado Comm as soon as possible. Verizon shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Verizon's reasonable control.

1.7.1.3 If the Collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty through no fault of Verizon or Intrado Comm, then the applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Collocation equipment location shall have been repaired and restored. Any repair or restoration work undertaken by Intrado Comm in its Collocation arrangement must be done by a Verizon-approved contractor and must be approved in advance by Verizon. Verizon reserves the right to discontinue Intrado Comm's Collocation equipment location or any part thereof under the conditions specified in 1.8.2.

1.7.1.4 If the Collocation equipment location or any part thereof is totally damaged, rendered wholly unusable, partially damaged or rendered partially unusable by fire or other casualty caused by Intrado Comm, the liability and indemnification provisions of this Attachment shall apply and Verizon may terminate Intrado Comm Collocation arrangement immediately.

1.7.2 If the Collocation equipment location or any part thereof is rendered wholly unusable through no fault of Intrado Comm, or (whether or not

the demised premises are damaged in whole or in part) if the building shall be so damaged that Verizon shall decide to demolish it or to rebuild it, then, in any of such events, Verizon may elect to discontinue Intrado Comm Collocation equipment location or any part thereof. In this event, Verizon will provide Intrado Comm with written notification within ninety (90) days after such fire or casualty specifying a date for discontinuance. The date of discontinuance shall not be more than sixty (60) days after the issuance of such notice to Intrado Comm. Intrado Comm must vacate the premises by the date specified in the notice. Verizon's rights against Intrado Comm under this Attachment prior to such discontinuance and any applicable non-recurring and monthly recurring charges owing shall be paid up to the date of discontinuance. Any payments of monthly recurring charges made by Intrado Comm, which were on account of any period subsequent to such date shall be returned to Intrado Comm.

1.7.3 After any such casualty and upon request by Verizon, Intrado Comm shall remove from the Collocation equipment location and other associated space, as promptly as reasonably possible, all of Intrado Comm salvageable inventory and movable equipment, furniture and other property.

1.7.4 In the event non-recurring and/or recurring charges were suspended pursuant to 1.8.1, Intrado Comm liability for applicable non-recurring and monthly recurring charges shall resume either upon occupancy by Intrado Comm or thirty (30) days after written notice from Verizon that the Collocation equipment location or any part thereof is restored to a condition comparable to that existing prior to such casualty, which ever comes first.

1.7.5 Nothing contained in these provisions shall relieve Intrado Comm from liability that may exist as a result of damage from fire or other casualty.

1.7.6 Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law, Verizon and Intrado Comm each will release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums.

1.7.7 Verizon will not carry insurance on the Intrado Comm furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Intrado Comm and therefore will not be obligated to repair any damage thereto or be obligated to replace the same.

1.8 Implementation and Termination of Service.

1.8.1 Implementation of Collocation Charges. Verizon shall provide Intrado Comm with a notice ("Scheduled Completion Notice") indicating the scheduled completion date ("Scheduled Completion Date") for the Collocation arrangement. Verizon shall also provide a notice that will

remind Intrado Comm of the Scheduled Completion Date and will request Intrado Comm to schedule and attend a "Collocation Acceptance Meeting" ("CAM"). Collocation charges will be implemented in accordance with this section regardless of the readiness of Intrado Comm to utilize the completed Collocation arrangement.

1.8.1.1 Collection of Non-Recurring Charges. The initial payment of non-recurring charges (NRCs) shall be due and payable in accordance with Section 1.3.3. Intrado Comm shall pay the balance of the NRCs ("NRC Balance") upon Intrado Comm acceptance of the Collocation arrangement or thirty (30) calendar days after the Collocation arrangement is completed, whichever comes first.

1.8.1.2 Commencement of Recurring Charges. Monthly recurring charges will commence upon CLEC acceptance of the Collocation arrangement or thirty (30) calendar days after the Collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Section 1.8).

1.8.1.3 Extension Request. A CLEC may request to extend or delay the Scheduled Completion Date of a Collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a Collocation arrangement must notify Verizon in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for Verizon to delay billing of monthly recurring charges for the applicable Collocation arrangement, Intrado Comm must remit the NRC Balance to Verizon for the Collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by Verizon until the space for the Collocation arrangement is accepted by Intrado Comm or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if Intrado Comm terminates its Collocation arrangement, the termination shall be governed by Section 1.8.4.

If Verizon ascertains the space for the Collocation arrangement is needed to satisfy another CLEC's Collocation request prior to the end of the six (6) month extension period, Verizon will notify Intrado Comm that its Collocation space has been requested by another CLEC. Intrado Comm will have up to five (5) Business Days after the notification to retain the Collocation space by notifying Verizon in writing that it desires to keep the space ("Retention Notice"). If Intrado Comm retains the Collocation space, monthly recurring charges shall commence for Intrado Comm thirty (30) calendar days after Intrado Comm sends the Retention Notice or when Intrado Comm accepts the space, whichever comes first.

1.8.2 Grounds for Termination by Verizon. Failure by Intrado Comm to comply with the terms and conditions of this Attachment, including nonpayment of rates and charges, may result in termination of

Collocation service. In addition to the other grounds for termination of Collocation services set forth herein, Verizon reserves the right to terminate such services upon thirty (30) calendar days notice in the event Intrado Comm: (a) is not in conformance with provisions of this Attachment or other Company standards and requirements; and/or (b) imposes continued disruption and threat of harm to Company employees and/or network, or Verizon's ability to provide service to other CLECs.

Verizon also reserves the right to terminate such services, without prior notice, in the event Intrado Comm's Collocation arrangement imposes emergency conditions, such as fire or other unsafe conditions, upon the operation of Verizon's equipment and facilities or to Company employees located outside Intrado Comm's Collocation space.

Verizon reserves the right to inspect Intrado Comm's Collocation arrangement to determine if sufficient DC Power and/or facility terminations are being used to maintain interconnection and/or access to unbundled network elements. If Verizon determines that the Collocation arrangement is not being used for interconnection and/or access to unbundled network elements (from, for example, insufficient DC Power and/or facility terminations), Verizon reserves the right to terminate Intrado Comm's Collocation service upon thirty (30) calendar days notice.

If Verizon elects to terminate a Collocation arrangement pursuant to this section, the termination shall be governed by Section 1.8.4.

1.8.3 Termination by CLEC. Intrado Comm must notify Verizon in writing of its plans to terminate a Collocation arrangement ("CLEC Termination Notice"), and such Intrado Comm termination shall be governed by this Section.

1.8.3.1 Termination After Completion. If Intrado Comm elects to terminate an existing Collocation arrangement after a Collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after Verizon's receipt of Intrado Comm Termination Notice. If CLEC terminates a Collocation arrangement under this section, the termination shall be governed by Section 1.8.4 and Intrado Comm remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 1.8.1. If the Collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, Intrado Comm shall include a list of any such owners and secured parties in Intrado Comm Termination Notice.

1.8.3.2 Termination Prior to Completion. If Intrado Comm elects to terminate a request for Collocation when construction is in progress and prior to completion of the Collocation arrangement, the termination will be effective upon Verizon's receipt of Intrado Comm Termination Notice. For all non-recurring charges associated with providing the Collocation arrangement, Intrado Comm will be billed and is responsible for payment of non-recurring charges in

accordance with the following (for the purposes of this section, the number of "Days" refers to Business Days measured from Verizon's receipt of a complete application from Intrado Comm):

1.8.3.2.1 Effective date of Intrado Comm termination on or between Days 1 to 15, Intrado Comm owes 20% of non-recurring charges.

1.8.3.2.2 Effective date of Intrado Comm termination on or between Days 16 to 30, Intrado Comm owes 40% of non-recurring charges.

1.8.3.2.3 Effective date of Intrado Comm termination on or between Days 31 to 45, Intrado Comm owes 60% of non-recurring charges.

1.8.3.2.4 Effective date of Intrado Comm termination on or between Days 46 to 60, Intrado Comm owes 80% of non-recurring charges.

1.8.3.2.5 Effective date of Intrado Comm termination after Day 60, Intrado Comm owes 100% of non-recurring charges.

If after applying these percentages to NRCs already paid by Intrado Comm, any refunds are due Intrado Comm, such refunds shall be applied first as a credit to any accounts with balances owed by Intrado Comm to Verizon, with any remaining refund amount issued to Intrado Comm. Engineering/major augment fees submitted with the application will not be refunded. Intrado Comm Termination Notice must be received by Verizon prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

1.8.4 Effects of Termination. If Verizon or Intrado Comm terminates a Collocation arrangement under the terms and conditions of this Attachment, the following provisions shall apply:

1.8.4.1 Equipment Removal and Monthly Recurring Charges. Intrado Comm shall disconnect and remove its equipment from the designated Collocation space by the effective date of the termination. Upon removal by Intrado Comm of all its equipment from the Collocation space, if Intrado Comm does not restore the Collocation space to its original condition at time of occupancy, Intrado Comm will reimburse Verizon for the cost to do so. Due to physical and technical constraints, removal of Intrado Comm entrance facility cable will be at Verizon's option. Intrado Comm shall reimburse Verizon for all costs Verizon incurs to decommission DC Power and transmission cable terminations previously applied for by Intrado Comm. Verizon reserves the right to remove Intrado Comm's equipment if Intrado Comm fails to remove and dispose of the equipment by the effective date of the termination. Intrado Comm will be charged the appropriate additional

labor charge in the Pricing Attachment for the removal and disposal of such equipment. All monthly recurring charges will continue to be charged to Intrado Comm until the effective date of the termination or, at Verizon discretion, until any later date up to the date that all equipment is removed and the Collocation space is restored to its original condition at space turnover.

1.8.4.2 Refund of Non-Recurring Charges. If Verizon or Intrado Comm has terminated a Collocation arrangement pursuant to Sections 1.8.2 and 1.8.3 and Intrado Comm ("original CLEC") has paid a non-recurring charge(s) for an asset in a Collocation arrangement, and is succeeded by another CLEC who uses the same asset ("subsequent CLEC"), Intrado Comm will receive a refund from Verizon for the remaining undepreciated amount of the asset upon occupancy by the subsequent CLEC up to the applicable non-recurring charges paid by the subsequent CLEC. If Verizon uses an asset for which Intrado Comm paid a non-recurring charge, Verizon will make a pro rata refund of such paid non-recurring charges to Intrado Comm. For purposes of calculating prorated refunds to Intrado Comm, Verizon will use the economic life of the asset. Any refunds issued pursuant to this section shall be applied first as a credit to any accounts with balances owed by Intrado Comm to Verizon, and any remaining refund amount will be issued to Intrado Comm. Engineering/major augment fees submitted with the application and any other paid non-recurring charges not associated with the asset will not be refunded.

1.8.5 Closure, Decommissioning or Sale of Premises. Collocation arrangements will automatically terminate if the premise in which the Collocation space is located is closed, decommissioned or sold and no longer houses Verizon's network facilities. At least one hundred eighty (180) days written notice will be given to Intrado Comm of events which may lead to the automatic termination of any such arrangement pursuant to the terms and conditions of this Attachment, except when extraordinary circumstances require a shorter interval. In such cases, Verizon will provide notice to Intrado Comm as soon as practicable. Verizon will work with Intrado Comm to identify alternate Collocation arrangements. Verizon will work cooperatively with Intrado Comm to minimize any potential for service interruption resulting from such actions.

1.8.6 Miscellaneous. Verizon retains ownership of Verizon premise floor space, adjacent land and equipment used to provide all forms of Collocation. Verizon reserves for itself and its successors and assignees, the right to utilize the Verizon premises' space in such a manner as will best enable it to fulfill Verizon's service requirements. Intrado Comm does not receive, as a result of entering into a Collocation arrangement hereunder, any right, title or interest in Verizon's premise facility, the multiplexing node, multiplexing node enclosure, cable, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that Intrado Comm requires use of a Verizon local exchange line, Intrado

Comm must order a business local exchange access line (B1). Intrado Comm may not use Verizon official lines.

1.9 Virtual Collocation.

Unless otherwise specified in this Section 1.9, the provisions contained in other sections of the Collocation Attachment shall apply to virtual Collocation.

1.9.1 Description. Under virtual Collocation, Verizon installs and maintains Intrado Comm provided equipment, which is dedicated to the exclusive use of Intrado Comm in a Collocation arrangement. Intrado Comm provides fiber-optic facilities through Verizon entrance manholes for connection to Intrado Comm virtually collocated transmission equipment that provides interconnection to Verizon facilities located in the premises.

The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole into the premises, Verizon shall assume ownership of and maintain the fiber. From this manhole toward Intrado Comm's location, the fiber optic cable remains Intrado Comm's responsibility, with Intrado Comm performing all servicing and maintaining full ownership. If Intrado Comm is purchasing Verizon provided unbundled interoffice facilities as transport, Intrado Comm entrance fiber is not required. All elements/services shall be connected to the output cables of the virtual Collocation arrangement using Verizon designated cable assignments, not channel assignments.

Virtual Collocation is offered on a first come, first served basis and is provided subject to the availability of space and facilities in each premises where virtual Collocation is requested.

If Intrado Comm requests virtual Collocation of equipment other than the standard virtual arrangement, Intrado Comm and Verizon will mutually agree upon the type of equipment to be virtually collocated.

1.9.2 Implementation Intervals and Planning. Verizon and Intrado Comm shall work cooperatively to jointly plan the implementation milestones. Verizon and Intrado Comm shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the Intrado Comm-provided transmission equipment and for training.

Verizon will notify Intrado Comm of issues or unanticipated delays, as they become known. Verizon and Intrado Comm shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.

The implementation interval is 76 Business Days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the provisions in this Attachment governing forecasting and capacity. Intrado Comm shall deliver the

virtual Collocation equipment to Verizon premises by Business Day forty (40). Verizon and Intrado Comm shall work cooperatively to schedule each site on a priority-based order. Verizon and Intrado Comm shall mutually agree upon intervals for non-standard arrangements.

1.9.3 Transmission Failure. Intrado Comm shall be responsible for monitoring and reporting signal loss to Verizon. In the event of a transmission failure, Intrado Comm shall be responsible for initial trouble isolation as set forth in Section 1.9.9, regardless of whether the fiber span is equipped with optical regeneration equipment.

1.9.4 Accommodations. Upon receipt of a completed application and associated virtual engineering fee, Verizon will conduct an application review, engineering review and site survey at the requested premises. Verizon will notify Intrado Comm within eight (8) Business Days of the results of this review and site survey.

The dedicated terminal equipment inside Verizon's premises shall be provided by Intrado Comm and leased to Verizon for the sum of one dollar after successful installation and equipment testing by Verizon. The term of the operating lease will run for the duration of the virtual Collocation arrangement, at which time Intrado Comm will remove the equipment. Intrado Comm will retain ownership of this equipment inside the premises. Verizon will operate and maintain exclusive control over this equipment inside the premises.

Where Verizon uses approved contractors for installation, maintenance or repair of virtual Collocation arrangements, Intrado Comm may hire the same approved contractors directly for installation, maintenance or repair of Intrado Comm designated equipment.

Where Verizon does not use contractors, Intrado Comm designated equipment and Intrado Comm provided facilities used in the provision of virtual Collocation will be installed, maintained and repaired by Verizon. Verizon will maintain and repair Intrado Comm designated equipment under the same timeframe and standards as its own equipment.

Intrado Comm personnel are not allowed on Verizon premises to maintain and repair on virtual Collocation equipment.

Verizon shall monitor local premises and environmental alarms to support the equipment. Verizon will notify Intrado Comm if a local office alarm detects an equipment affecting condition.

Verizon will be responsible to pull the fiber into and through the cable entrance facility (i.e., vault) to the virtual Collocation arrangement. All installations into the cable entrance facility are performed by Verizon personnel or its agents.

No virtual Collocation arrangement will be placed in service by Verizon until necessary training has been completed (refer to Section 1.9.11).

1.9.5 Plug-ins and Spare Cards. When a plug-in/card is determined by Verizon to be defective, Verizon will label the plug-in as defective and

place it in Intrado Comm-dedicated plug-in/card storage cabinet. Intrado Comm will be notified as the plug-in/card is replaced.

Verizon will not provide spare plug-ins/cards under any circumstances, nor is Verizon responsible for Intrado Comm's failure to replace defective plug-ins/cards. Verizon shall not be held responsible if Intrado Comm provides an inadequate supply of plug-ins/cards. Verizon will segregate and secure Intrado Comm-provided maintenance spares in Intrado Comm-provided spare plug-in/card cabinet.

Intrado Comm shall provide the shop-wired piece of equipment fully pre-equipped with working plug-ins/cards. In addition, Intrado Comm shall provide Verizon with maintenance spares for each plug-in/card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise mutually agreed by Verizon and Intrado Comm, provided however, that in no event shall the number of spare plug-ins/cards be less than two of each type. These spares must be tested by Intrado Comm prior to delivery to Verizon.

In addition to maintenance spares, Intrado Comm will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment.

Upon receiving notification from Verizon that a plug-in/card has been replaced, Intrado Comm is then responsible to contact the Verizon operations manager to arrange exchange and replacement of the plug-in/card. Exchanged, pre-tested spares shall be provided within one week of replacement of a defective plug-in/card.

Subject to premise space availability, Intrado Comm shall have the option of providing a stand-alone spare plug-in/card cabinet(s) or a rack-mountable spare plug-in/card cabinet(s), to Verizon's specification, to house the spare plug-ins/cards. The spare plug-in/card cabinet(s) and minimum number of maintenance spares must be provided before the virtual Collocation arrangement is completed and service is established.

The amount of spare plug-ins/cards required will be based on the manufacturer's recommended amount, unless otherwise mutually agreed by Verizon and Intrado Comm.

1.9.6 Safety and Technical Standards. Verizon reserves all rights to terminate, modify or reconfigure the provision of service to Intrado Comm if, in the discretion of Verizon, provision of service to Intrado Comm may in any way interfere with or adversely affect Verizon's network or its ability to service other CLECs.

All Intrado Comm equipment to be installed in Verizon premises must fully comply with the GR – 000063 – CORE, GR – 1089 – CORE and Verizon's premises environmental and transmission standards in effect at the time of equipment installation. The equipment must also comply with the requirements in NIP 74165, as they relate to fire, safety, health, environmental, and network safeguards.

It is Intrado Comm's responsibility to demonstrate and provide to Verizon adequate documentation from an accredited source certifying

compliance. Intrado Comm equipment must conform to the same specific risk/safety/hazard standards which Verizon imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

Intrado Comm equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. Intrado Comm may install equipment that has been deployed by Verizon for five years or more with a proven safety record.

All Intrado Comm's entrance facilities and splices must comply with TR – TSY – 00020, TR – NWT – 001058, BR – 760 – 200 – 030 and SR – TAP – 001421 as they relate to fire, safety, health, environmental safeguards and interference with Verizon's services and facilities. Such requirements include, but are not limited to the following: (1) The fibers must be single mode; (2) The fiber optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design; (3) The fiber cable must be marked according to the cable marking requirements in GR – 20 – CORE, Section 6.2.1 – 4; (4) The fiber must be identified according to the fiber and unit identification (color codes) in GR – 20 – CORE, Section 6.2.5; (5) Unless otherwise mutually agreed, the outer cable jacket shall consist of a polyethylene resin, carbon black, and suitable antioxidant system; and (6) Silica fibers shall be fusible with a commercially available fusion splicer(s) that is commonly used for this operation.

1.9.7 Control Over Premises-Based Equipment. Verizon exercises exclusive physical control over the premises-based transmission equipment that terminates Intrado Comm's circuits and provides the installation, maintenance, and repair services necessary to assure proper operation of the virtually collocated facilities and equipment. Such work will be performed by Verizon under the direction of Intrado Comm.

1.9.8 Removal of Equipment. Verizon reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR – 1089 – CORE.

1.9.9 Installation and Trouble Resolution. Verizon will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact Intrado Comm at the number provided and service the equipment as instructed and directed by Intrado Comm.

1.9.10 Placement, Removal and Monitoring of Facilities and Equipment. From manhole zero toward Intrado Comm's location the fiber optic cable remains Intrado Comm's responsibility, with Intrado Comm performing all servicing and maintaining full ownership.

Intrado Comm has the responsibility to remotely monitor and control their circuits terminating in Verizon's premises, however, Intrado Comm will not enter Verizon's premises under virtual Collocation arrangements.

Performance and surveillance monitoring and trouble isolation shall be provided by Intrado Comm. A clear distinction must be made by Intrado Comm when submitting reports of troubles on Verizon services/elements connected to the virtually collocated equipment and reports of troubles with the collocated equipment. The former can be handled using Verizon technicians and standard processes. The latter will require specially trained technicians familiar with the collocated equipment (refer to Section 1.9.11).

When Intrado Comm isolates a trouble and determines that a Verizon technician should be dispatched to the equipment location for a servicing procedure, Intrado Comm shall enter a trouble ticket with Verizon. Intrado Comm shall provide standard trouble information, including the virtual Collocation arrangement's circuit identification, nature of the activity request, and the name and telephone number of Intrado Comm's technician/contact.

Responses to all equipment servicing needs will be at Intrado Comm's direction. Maintenance will not be performed without Intrado Comm's direct instruction and authorization.

If Intrado Comm is providing its own transport fiber for the virtual Collocation arrangement, Intrado Comm will arrange placement of the fiber into manhole zero with enough length (as designated by Verizon) to reach the virtual Collocation arrangement.

Maintenance activity (trouble in the equipment) is to be tested, isolated and evaluated by Intrado Comm. Verizon technicians will perform the instructed activities on the equipment as specifically directed by Intrado Comm.

Intrado Comm shall provide, own, and operate the terminal equipment at their site outside Verizon's premises.

1.9.11 Use of Non-Standard Equipment. When Intrado Comm requests a virtual Collocation arrangement consisting of equipment which Verizon does not use in its network nor has deployed in that particular premise to provide service to itself or another CLEC, Intrado Comm shall be responsible for training 50%, but no fewer than five, of Verizon technicians in the administrative work unit responsible for servicing the equipment. Any special tools or electronic test sets that Verizon does not have at the premises involved must be provided by Intrado Comm with adequate manufacturer's training.

Intrado Comm is responsible to arrange and pay all costs (including but not limited to transportation and lodging for Verizon technicians) to have Verizon technicians professionally trained by appropriate trainers certified on the specific equipment to be used to provide the virtual Collocation arrangement to Intrado Comm. Intrado Comm shall also pay for Verizon technicians' time subject to rates contained in the Pricing Attachment. When travel is required, travel expenses associated with training will be charged to Intrado Comm based on ticket stubs and/or receipts. This includes paying for mileage according to the IRS rates for personal car mileage or airfare, as appropriate Intrado Comm also has the option of arranging and paying for all travel expenses for Verizon technicians directly.

In the event of an equipment upgrade, Intrado Comm must provide secondary training subject to the provisions contained herein.

1.9.12 Additions and Rearrangements. Once Intrado Comm has established a virtual Collocation arrangement, changes to the existing configuration, (including but not limited to, growing, upgrading, and/or reconfiguring the current equipment) are considered rearrangements to that virtual Collocation arrangement. If Intrado Comm decides to rearrange an existing virtual Collocation arrangement, Intrado Comm must submit a new application outlining the details of the rearrangement along with a virtual engineering/major augment fee.

1.9.13 Application of Rates and Charges.

Billing. Verizon will apply charges (e.g., non-recurring and recurring rates for entry fiber, power, etc.) and commence billing for the virtual Collocation arrangement upon completion of the installation, when it shall have finished all elements of the installation under its control. The readiness of Intrado Comm to utilize the completed virtual Collocation arrangement will not impair the right of Verizon to commence billing.

Verizon shall charge Intrado Comm for all costs incurred in providing the virtual Collocation arrangement, including, but not limited to, Verizon's planning, engineering and installation time and costs incurred by Verizon for inventory services. Any and all expenses associated with placing Intrado Comm's fiber in manhole zero, including license fees, shall be the responsibility of Intrado Comm.

Virtual Engineering Fee. Verizon will require a virtual engineering/major augment fee (NRC) per virtual Collocation request, per premise or other Verizon location where Intrado Comm requests to establish virtual Collocation. A virtual engineering/major augment fee is required to be submitted by Intrado Comm with its application. This fee applies for all new virtual Collocation arrangements as well as subsequent additions to an existing arrangement, and provides for application processing, and for Verizon's performance of an initial site visit and an engineering evaluation.

If Intrado Comm cancels or withdraws its request for a virtual Collocation arrangement prior to turn-up, Intrado Comm will be liable for all costs and liabilities incurred by Verizon in the developing, establishing, or otherwise furnishing the virtual Collocation arrangement up to the point of cancellation or withdrawal.

Other Virtual Collocation Rate Elements. The application, description, and rates of Collocation rate elements that are also applicable for virtual Collocation are described in the Pricing Attachment.

1.9.14 Conversions. Requests for converting virtual Collocation arrangements to caged or cageless arrangements shall be submitted and designated as an Augment Application described in Section 1.2.5. Requests for converting a virtual arrangement to a cageless arrangement that requires no physical changes to the arrangement will be assessed a minor augment fee. All other conversion requests for virtual to caged or cageless will be assessed an engineering/major augment Fee and other applicable charges. Verizon will notify Intrado

Comm within ten (10) Business Days following receipt of the completed Augment Application if Intrado Comm conversion request is accepted or denied. When converting a virtual arrangement to a caged or cageless arrangement, Intrado Comm's equipment may need to be relocated. Intrado Comm will be responsible for all costs associated with the relocation of its equipment as described in Section 1.2.7.

1.10 Microwave Collocation.

Microwave Collocation is available on a first-come first-served basis where technically feasible. The microwave equipment may include microwave antenna(s), mounts, towers or other antenna support equipment on the exterior of the building, and radio transmitter/receiver equipment located either inside or on the exterior of the building. All microwave antennas must be physically interconnected to Verizon facilities through the Collocation arrangement. Unless otherwise specified in this Section 1.10, the provisions contained in other sections of the Collocation Attachment shall apply to microwave Collocation.

1.10.1 Accommodations. Verizon will provide space within the cable riser, cable rack support structures and between the transmitter/receiver space and the roof space needed to reach the physical or virtual Collocation arrangement and to access Verizon's interconnection point. Waveguide may not be placed in Verizon cable risers or racks. Verizon reserves the right to prohibit the installation of waveguide, metallic conduit and coaxial cable through or near sensitive equipment areas. The route of the waveguide and/or coaxial cable as well as any protection required will be discussed during the pre-construction survey.

Verizon will designate the space in, on or above the exterior walls and roof of the premises, which will constitute the roof space or transmitter/receiver space. Verizon may require Intrado Comm's transmitter/receiver equipment to be installed in a locked cabinet which may be free standing, wall mounted or relay rack mounted. Verizon may enclose Intrado Comm's multiplexing node or transmitter/receiver equipment in a cage or room.

At the option of Verizon, the antenna support structure shall be built, owned and maintained by either Verizon or by Intrado Comm. Verizon reserves the right to use existing support structures for Intrado Comm's antenna, subject to space and capacity limitations. Verizon also reserves the right to use any unused portion of a support structure owned by Intrado Comm for any reason, subject to the provisions set forth below. It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure. When Verizon is the owner of the structure, it shall keep such records in accordance with the FCC's Part 32 uniform system of accounts. When Intrado Comm is the owner of the structure, it shall keep such records in accordance with generally accepted accounting principles.

The owner of the support structure shall use reasonable efforts to accommodate requests by other CLECs to use the support structure for microwave interconnection on a first-come first-served basis.

For those interconnecting via microwave facilities, transmitter/receiver equipment may be located in Intrado Comm's interior Collocation space, or in a separate location inside or on the exterior of the building as determined by Verizon.

1.10.2 Security. Verizon will permit Intrado Comm's employees, agents and contractors approved by Verizon to have access to the areas where Intrado Comm's microwave antenna and associated equipment (e.g., tower and support structure, transmitter/receiver equipment, and waveguide and/or coaxial cable) is located during normal business hours for installation and routine maintenance, provided that Intrado Comm employees, agents and contractors comply with the policies and practices of Verizon pertaining to fire, safety and security. Such approval will not be unreasonably withheld. During non-business hours, Verizon will provide access on a per event basis.

Verizon will also permit all approved employees, agents and contractors of Intrado Comm to have access to Intrado Comm's cable and associated equipment (e.g., repeaters). This will include access to riser cable, cableways, and any room or area necessary for access.

1.10.3 Safety and Technical Standards. Verizon reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or electromagnetic compatibility and electrical safety generic criteria for network telecommunication equipment specified in GR – 1089 – CORE. Verizon will provide 90 days notice of the change unless it is due to an emergency which renders notice impossible.

Verizon reserves the right to review wind or ice loadings, etc., for antennas over 18 inches in diameter or for any multiple antenna installations, and to require changes necessary to insure that such loadings meet generally accepted engineering criteria for radio tower structures.

The minimum height of equipment placement, such as microwave antennas, must be eight feet from the roof. For masts, towers and/or antennas over ten (10) feet in height, Intrado Comm or if applicable, Verizon, shall have the complete structure, including guys and supports, inspected every two years by an acceptable licensed professional engineer of its choice specializing in this type of inspection. For Intrado Comm owned structures that are solely for the use of one CLEC's antenna(s), such inspection will be at Intrado Comm's own cost and expense. For structures used by multiple CLECs, the costs associated with such inspection shall be apportioned based on relative capacity ratios. A copy of this report may be filed with Verizon within ten (10) days of the inspection. The owner shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within 90 days.

Intrado Comm shall provide written notice to Verizon of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance or operation of Intrado Comm's facilities or equipment located in roof space or transmitter/receiver space. Intrado Comm also agrees to take all necessary corrective action.

All Intrado Comm microwave equipment to be installed in or on the exterior of Verizon premises must be on the Verizon's list of approved products, or equipment that is demonstrated as complying with the technical specifications described herein. Where a difference may exist in the specifications, the more stringent shall apply.

Intrado Comm must comply with Verizon technical specifications for microwave Collocation interconnection specified in NIP – 74171 and Verizon's digital switch environmental requirements specified in NIP – 74165, as they relate to fire, safety, health, environmental, and network safeguards, and ensure that Intrado Comm provided equipment and installation activities do not act as a hindrance to Verizon services or facilities. Intrado Comm's equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the FCC and the FAA.

Intrado Comm facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of NIP – 74171, national electric code, the national electrical safety code, rules and regulations of the OSHA, and any governing authority having jurisdiction.

All Intrado Comm microwave facilities must comply with Bellcore specifications regarding microwave and radio based transmission and equipment, CEF, BR – 760 – 200 – 030, and SR – TAP – 001421; and Verizon's practices as they relate to fire, safety, health, environmental safeguards transmission and electrical grounding requirements, or interference with Verizon services or facilities.

The equipment located in, on or above the exterior walls or roof of Verizon's building must either be on Verizon's list of approved products or fully comply with requirements specified in GR – 63 – CORE, GR – 1089 – CORE and NIP 74171. This equipment must also comply with NIP – 74160, premise engineering environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with Verizon service or facilities.

Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state and/or local regulations governing the safe levels of radio frequency radiation. The minimum standard to be met by Intrado Comm in all cases is specified in ANSI C95.1 – 1982.

Intrado Comm equipment must conform to the same specific risk, safety, hazard standards which Verizon imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. Intrado Comm equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

1.10.4 Placement and Removal of Facilities and Equipment. Prior to installation of Intrado Comm's facilities or transmission equipment for microwave interconnection, Intrado Comm must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and

particular microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.

Intrado Comm is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. All building penetration will be done by Verizon or a hired agent of Verizon.

Any Intrado Comm's equipment used to produce or extract moisture must be connected to existing or newly constructed building or roof top drainage systems, at the expense of Intrado Comm.

Intrado Comm will be responsible for supplying, installing, maintaining, repairing and servicing the following microwave specific equipment: Waveguide, waveguide conduit, and/or coaxial cable, the microwave antenna and associated tower and support structure and any associated equipment; and the transmitter/receiver equipment and any required grounding.

Intrado Comm may install equipment that has been deployed by Verizon for five years or more with a proven safety record.

1.10.5 Moves, Replacements or Other Modifications. Where Intrado Comm intends to modify, move replace or add to equipment or facilities within or about the roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), Intrado Comm must request and receive written consent from Verizon. Such consent will not be unreasonably withheld. Intrado Comm shall not make any changes from initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters or any other technical parameters without the prior written approval of Verizon.

1.10.6 Space and Facilities. Monthly rates are applicable to Intrado Comm for the space (generally on the premises roof) associated with Verizon or other CLEC owned antenna support structures. The rate is calculated using the rate per square foot, multiplied by the square footage of the footprint, which resultant is multiplied by Intrado Comm's relative capacity ratio (RCR), (i.e., the sum of the RCRs of each of the Intrado Comm's antennas).

Square footage for the footprint will be based on the length times width of the entire footprint formed on the horizontal plane (generally the roof top) by the antenna(s), tower(s), mount(s), guy wires and/or support structures used by Intrado Comm. For a non-rectangular footprint, the length will be measured at the longest part of the footprint and the width will be the widest part of the footprint.

The owner of the support structure may charge Intrado Comm proposing to use the structure, on a one-time basis, for the following costs and/or values. Any incremental costs associated with installing the Intrado Comm's antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits. A portion of the net book value of the support structure is based on the RCR of Intrado Comm's proposed antenna(s) to be mounted on the

structure. Intrado Comm's RCR represents the percent of the total capacity of the support structure used by Intrado Comm's antenna(s) on the structure. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all users' RCRs and the owner's RCR shall at all times equal 1.00. It shall be the responsibility of the owner of the structure to provide Intrado Comm the net book value of the structure at the time of the proposed use. Upon request, the owner shall also provide the proposed user accounting records or other documentation supporting the net book value.

The owner of the structure may not assess Intrado Comm any charges in addition to the one-time charge described above, except that the owner of the structure may assess Intrado Comm a proportionate share of inspection costs and Verizon may assess Intrado Comm monthly recurring charges for use of its roof space. At the time Intrado Comm proposes to attach additional antennas to an existing support structure, it shall be the responsibility of Intrado Comm to obtain, at its cost and expense, an engineering analysis by a registered structural engineer to determine the relative capacity ratio of all antennas on the structure, including the proposed antennas.

When Intrado Comm is the owner of the structure, the proposed user shall pay Intrado Comm directly the one-time charge as set forth above. When Verizon is the owner of the support structure, it shall determine the charge on an individual case basis. In the event that Intrado Comm as owner of the support structure fails to comply with these provisions, at Verizon's option, ownership of the support structure shall transfer to Verizon.

Costs incurred by Verizon to conduct a review for wind or ice loadings (etc.) for antennas over 18 inches in diameter, or for any multiple antenna installation, and any changes which may be required thereto in order to insure that such loadings meet generally accepted engineering criteria for radio tower structures, will be billed to Intrado Comm.

1.10.7 Emergency Power and/or Environmental Support. In the event special work must be done by Verizon to provide emergency power or environmental support to the transmitter/receiver equipment or antenna, Intrado Comm will be billed on a time and materials basis for the costs incurred.

1.10.8 Escorting. When Intrado Comm personnel are escorted by a qualified Verizon employee for access to the roof space, transmitter/receiver space, or cable risers and racking for maintenance, the miscellaneous labor charges as set forth in the Pricing Attachment will apply.

911 ATTACHMENT

1. 911/E-911 Arrangements

1.1 911/E-911 Arrangements

1.1.1 911/E-911 arrangements provide access to the appropriate PSAP by dialing a 3-digit universal telephone number, "911." For areas where Verizon is the 911/E-911 Service Provider, Verizon provides and maintains such equipment and software at the Verizon 911 Tandem/Selective Router(s) and, if Verizon manages the ALI Database, the ALI Database, as is necessary for 911/E-911 Calls. For areas where Intrado Comm is the 911/E-911 Service Provider, Intrado Comm provides and maintains such equipment and software at the Intrado Comm 911 Tandem/Selective Router(s) and, if Intrado Comm manages the ALI Database, the ALI Database, as is necessary for 911/E-911 Calls.

1.1.2 For areas where Intrado Comm is the 911/E-911 Service Provider, Intrado Comm shall make the following information available to Verizon, to the extent permitted by Applicable Law:

1.1.2.1 a listing of the CLLI Code (and SS7 point code when applicable) of each Intrado Comm 911 Tandem/Selective Router and associated geographic location served;

1.1.2.2 a listing of appropriate Intrado Comm contact telephone numbers and organizations that have responsibility for operations and support of Intrado Comm's 911/E-911 network and ALI Database systems; and

1.1.2.3 where Intrado Comm maintains a Master Street Address Guide (MSAG) on behalf of a Controlling 911 Authority, upon request by Verizon and as permitted by the Controlling 911 Authority, a complete copy of such MSAG and, as the MSAG is updated, changed or revised from time-to-time, any updates, changes and revisions to the MSAG.

1.1.3 For areas where Verizon is the 911/E-911 Service Provider, Verizon shall make the following information available to Intrado Comm, to the extent permitted by Applicable Law:

1.1.3.1 a listing of the CLLI Code (and SS7 point code when applicable) of each Verizon 911 Tandem/Selective Router and associated geographic location served;

1.1.3.2 a listing of appropriate Verizon contact telephone numbers and organizations that have responsibility for operations and support of Verizon's 911/E-911 network and ALI Database systems; and

1.1.3.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of a Controlling 911 Authority, upon request by Intrado Comm and as permitted by the Controlling 911 Authority, a complete copy of such MSAG

and, as the MSAG is updated, changed or revised from time-to-time, any updates, changes and revisions to the MSAG.

1.2 ALI Database

For areas where Intrado Comm is the 911/E-911 Service Provider and Intrado Comm manages the ALI Database, Verizon and Intrado Comm shall establish mutually acceptable arrangements and procedures for inclusion of Verizon End User data in the ALI Database. For areas where Verizon is the 911/E-911 Service Provider and Verizon manages the ALI Database, Verizon and Intrado Comm shall establish mutually acceptable arrangements and procedures for inclusion of Intrado Comm Customer data in the ALI Database.

1.3 Interconnection for Exchange of 911/E-911 Calls between the Parties

1.3.1 Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Verizon's network in a LATA, for the transmission and routing of 911/E-911 Calls from Verizon to Intrado Comm for the transmission and routing of such 911/E-911 Calls by Intrado Comm to PSAPs for which Intrado Comm is the 911/E-911 Service Provider. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center, Verizon End Office Interconnection Wire Center, or Verizon 911 Tandem/Selective Router Interconnection Wire Center, but, notwithstanding any other provision of this Agreement or a Tariff or otherwise, would not include an Intrado Comm Interconnection Wire Center, Intrado Comm switch or selective router, or any portion of a transport facility provided by Verizon to Intrado Comm or another party between (x) a Verizon Interconnection Wire Center, switch or selective router and (y) the Interconnection Wire Center, switch or selective router of Intrado Comm or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Verizon's network" shall apply (and are hereby incorporated by reference) each time the term "on Verizon's network" is used in this Agreement.

1.3.2 For Verizon End User 911/E-911 Calls delivered by Verizon to Intrado Comm for the transmission and routing of such 911/E-911 Calls by Intrado Comm to PSAPs for which Intrado Comm is the 911/E-911 Service Provider, Verizon shall provide for transmission and routing of such 911/E-911 Calls with ANI from Verizon End Users to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA. In providing for transmission and routing of 911/E-911 Calls from Verizon End Users to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, Verizon shall have the right to use such services, trunks, facilities, arrangements and the like (including, but not limited to, switches and selective routers located at points between the Verizon End Users and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA) as Verizon in Verizon's sole discretion may decide to use. For the avoidance of any doubt and without in any way limiting Verizon's rights under the preceding sentence, in providing for transmission and routing of a 911/E-911 Call from a Verizon End

User to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, Verizon, in Verizon's sole discretion, may elect to use one or more switches or selective routers located between the End Office serving the Verizon End User and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

For 911/E-911 Calls delivered to Verizon by Telecommunications Carriers interconnected with Verizon and delivered by Verizon to Intrado Comm for the transmission and routing of such 911/E-911 Calls by Intrado Comm to PSAPs for which Intrado Comm is the 911/E-911 Service Provider, Verizon shall provide for transmission and routing of such 911/E-911 Calls with ANI (where ANI is delivered to Verizon by a Telecommunications Carrier) from the Verizon point(s) of interconnection with the Telecommunications Carriers to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA. In providing for transmission and routing of 911/E-911 Calls from Telecommunications Carriers interconnected with Verizon to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, Verizon shall have the right to use such services, trunks, facilities, arrangements and the like (including, but not limited to, switches and selective routers located at points between the Verizon point(s) of interconnection with such Telecommunications Carriers and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA) as Verizon in Verizon's sole discretion may decide to use. For the avoidance of any doubt and without in any way limiting Verizon's rights under the preceding sentence, in providing for transmission and routing of a 911/E-911 Call from a Telecommunications Carrier interconnected with Verizon to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, Verizon, in Verizon's sole discretion, may elect to use one or more switches or selective routers located between the Verizon point of interconnection with such Telecommunications Carrier and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

1.3.3 For 911/E-911 Calls delivered by Verizon to Intrado Comm for the transmission and routing of such 911/E-911 Calls by Intrado Comm to PSAPs for which Intrado Comm is the 911/E-911 Service Provider, Intrado Comm, at no charge to Verizon, shall provide transport for 911/E-911 Calls from the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA to the PSAPs for which Intrado Comm is the 911/E-911 Service Provider. If Intrado Comm obtains such transport from Verizon, Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's applicable Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Verizon for such transport (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's applicable Tariffs and this Agreement) for interconnection at

the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA and for any services, facilities and/or arrangements provided by Verizon for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm.

1.3.4 Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at Verizon 911 Tandem/Selective Router Interconnection Wire Centers, for the transmission and routing of 911/E-911 Calls from Intrado Comm to Verizon for the transmission and routing of such 911/E-911 Calls by Verizon to PSAPs for which Verizon is the 911/E-911 Service Provider that subtend the Verizon 911 Tandem/Selective Router located at the Verizon 911 Tandem/Selective Router Interconnection Wire Center where the Parties are interconnected. For the purposes of this Section 1.3.4, a PSAP for which Verizon is the 911/E-911 Service Provider shall be deemed to subtend a particular Verizon 911 Tandem/Selective Router if Verizon regularly routes 911/E-911 Calls from Verizon End Users through such Verizon 911 Tandem/Selective Router to that PSAP.

1.3.5 For 911/E-911 Calls delivered by Intrado Comm to Verizon for the transmission and routing of such 911/E-911 Calls by Verizon to PSAPs for which Verizon is the 911/E-911 Service Provider, Intrado Comm, at its own expense, shall provide transport to deliver the 911/E-911 Calls to the POI(s) established by the Parties at Verizon 911 Tandem/Selective Router Interconnection Wire Centers. If Intrado Comm obtains from Verizon transport to deliver 911/E-911 Calls to the POI(s) established by the Parties at Verizon 911 Tandem/Selective Router Interconnection Wire Centers, Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's applicable Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Verizon for such transport (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's applicable Tariffs and this Agreement) for interconnection at the POI(s) established by the Parties at Verizon 911 Tandem/Selective Router Interconnection Wire Centers and for any services, facilities and/or arrangements provided by Verizon for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm.

1.3.6 This Section 1.3 does not apply with regard to 911/E-911 Calls to the extent such 911/E-911 Calls are subject to Section 1.4, following.

1.4 Interconnection for Inter-PSAP Transfer of 911/E-911 Calls

1.4.1 Where the Controlling 911 Authority for a PSAP for which Verizon is the 911/E-911 Service Provider and the Controlling 911 Authority for a PSAP for which Intrado Comm is the 911/E-911 Service Provider agree to transfer 911/E-911 Calls from one PSAP to the other PSAP and each Controlling 911 Authority requests its 911/E-911 Service Provider to establish arrangements for such 911/E-911 Call transfers, each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Verizon's network in a LATA, for the transmission and routing of 911/E-911 Calls from a PSAP for which one Party is the 911/E-911 Service Provider to a PSAP for which the other Party is the 911/E-911 Service Provider. The technically feasible Point(s) of Interconnection on Verizon's network in a LATA shall be as described in Section 1.3.1, above.

1.4.2 For the transfer of 911/E-911 Calls from one PSAP to another PSAP as described in Section 1.4.1 above, each Party, at its own expense, shall provide transport between the PSAP for which such Party is the 911/E-911 Service Provider and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA. If Intrado Comm obtains from Verizon transport between the PSAPs for which Intrado Comm is the 911/E-911 Service Provider and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's applicable Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Verizon for such transport (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's applicable Tariffs and this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA and for any services, facilities and/or arrangements provided by Verizon for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm.

1.4.3 For the transfer of 911/E-911 Calls from one PSAP to another PSAP as described in Section 1.4.1 above, the Parties shall mutually agree upon: (a) whether they will use one-way trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or two-way trunks (trunks with traffic going in both directions); and, (b) design blocking objectives for the trunks.

1.4.4 The Parties will maintain appropriate dial plans to support inter-PSAP call transfer and shall notify each other of changes, additions or deletions to those dial plans.

1.5 Initiating Interconnection in a LATA

1.5.1 For each LATA in which one Party is or becomes the 911/E-911 Service Provider for a PSAP to which the other Party will send 911/E-911 Calls pursuant to this Agreement and in which the Parties are not already interconnected pursuant to this Agreement, Intrado Comm shall provide written notice to Verizon of the need to establish interconnection in such LATA pursuant to this Agreement.

1.5.2 The notice provided in Section 1.5.1 above shall include (a) the proposed POI(s) to be established at technically feasible Point(s) of Interconnection on Verizon's network in the relevant LATA in accordance with this Agreement; (b) Intrado Comm's intended interconnection activation date; (c) a forecast of Intrado Comm's trunking requirements; and (d) such other information as Verizon shall reasonably request in order to facilitate interconnection.

1.5.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) Business Days of Verizon's receipt of Intrado Comm's notice provided for in Section 1.5.1 above, Verizon and Intrado Comm shall confirm the POI(s) to be established at technically feasible Point(s) of Interconnection on Verizon's network in the new LATA and the mutually agreed upon interconnection activation date for the new LATA.

1.5.4 Prior to establishing interconnection in a LATA, the Parties shall conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of trunks and the interface specifications at the POI(s) to be established at technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

1.5.5 The procedure set out in Sections 1.5.1 through 1.5.4, preceding, for initiating interconnection in a LATA in which the Parties are not already interconnected pursuant to this Agreement shall also apply when the Parties wish to establish pursuant to this Agreement additional POI(s) at technically feasible Point(s) of Interconnection on Verizon's network in a LATA in which the Parties are already interconnected pursuant to this Agreement (for instance, for a LATA in which the Parties have already established one or more POI(s) pursuant to this Agreement, to establish POI(s) pursuant to Section 1.3.4, preceding, at Verizon 911 Tandem/Selective Router Interconnection Wire Centers where the Parties are not already interconnected).

1.5.6 Upon request by either Party, the Parties shall meet to: (a) review traffic and usage data on trunk groups; and (b) determine whether the Parties should establish new trunk groups, augment existing trunk groups, or disconnect existing trunks.

1.5.7 Because Verizon will not be solely in control of when and how many two-way trunks are established between its network and Intrado Comm's network, Verizon's performance in connection with these two-way trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

1.6 Trunk Forecasting Requirements.

1.6.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, Intrado Comm shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon Trunk Forecast Guidelines, as revised from time to time.

1.6.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, on a semi-annual basis, Intrado Comm shall submit a good faith forecast to Verizon of the number of trunks that Intrado Comm anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between Intrado Comm and Verizon. Intrado Comm's trunk forecasts shall conform to the Verizon Trunk Forecast Guidelines as in effect at that time. Intrado Comm also shall provide a new or revised traffic forecast that complies with the Verizon Trunk Forecast Guidelines when Intrado Comm develops plans or becomes aware of information that will materially affect the Parties' interconnection.

1.6.3 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 or Verizon.

1.6.4 If Intrado Comm enters into a written contract with a Controlling 911 Authority to become the 911/E-911 Service Provider for a PSAP to which Verizon delivers 911/E-911 Calls, upon written request by Intrado Comm, to the extent authorized by the Controlling 911 Authority and the PSAP, Verizon shall advise Intrado Comm of the number of trunks, expressed as DS0 quantities, Verizon uses to deliver 911/E-911 Calls from Verizon's 911 Tandem/Selective Router(s) to that PSAP.

1.7 Compensation

1.7.1 Subject to Sections 1.7.2 and 1.7.3 following, the rates and charges for the Services provided by each Party to the other Party under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

1.7.2 Notwithstanding any other provision of this Agreement or a Tariff or otherwise, Intrado Comm shall not bill to Verizon, and Verizon shall not be obligated to pay to Intrado Comm:

1.7.2.1 Any rates or charges (including, but not limited to, Reciprocal Compensation Charges, Intercarrier Compensation Charges and Exchange Access Service Charges) in connection with 911/E-911 Calls (including, but not limited to, 911/E-911 Calls delivered by Verizon to Intrado Comm pursuant to Sections 1.3 and 1.4, above, and 911/E-911 Calls delivered by Intrado Comm to Verizon pursuant to Sections 1.3 and 1.4, above); or

1.7.2.2 Any other rates or charges for transmission, routing, transport or termination, or for facilities used for transmission, routing, transport or termination, of 911/E-911 Calls (including, but not limited to, 911/E-911 Calls delivered by Verizon to Intrado Comm pursuant to Sections 1.3 and 1.4, above, and 911/E-911 Calls delivered by Intrado Comm to Verizon pursuant to Sections 1.3 and 1.4, above); or

1.7.2.3 Any ALI Database related rates or charges (including, but not limited to, rates or charges for Verizon to access, use, or include or store Verizon End User data in, an ALI Database); or

1.7.2.4 Any MSAG related rates or charges (including, but not limited to, rates or charges for an MSAG, MSAG updates, changes or revisions, or MSAG information).

1.7.3 Notwithstanding any other provision of this Agreement or a Tariff or otherwise, for 911/E-911 Calls delivered by Intrado Comm to Verizon pursuant to Sections 1.3 and 1.4 above, Verizon shall not bill to Intrado Comm, and Intrado Comm shall not be obligated to pay to Verizon, any charges (including, but not limited to Reciprocal Compensation Charges, Intercarrier Compensation Charges, or Exchange Access Service Charges) for the transport of such 911/E-911 Calls from the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA to PSAPs for which Verizon is the 911/E-911 Service Provider. However, for the avoidance of any doubt, notwithstanding anything in the preceding sentence of this Section 1.7.3 or in any other provision of this Agreement or a Tariff or otherwise, Intrado Comm shall be obligated to pay to Verizon: (a) the full Verizon rates and charges (as set out in Verizon's applicable Tariffs and this Agreement) for transport, services, facilities and/or arrangements obtained by Intrado Comm from Verizon for transport of 911/E-911 Calls to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] used by Intrado Comm for transport of 911/E-911 Calls to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network); and, (b) the full Verizon rates and charges (as provided for in Verizon's applicable Tariffs and this Agreement) for interconnection of Intrado Comm's network with Verizon's network at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm.

2. 911/E-911 General

2.1 Verizon and Intrado Comm shall work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs or

Controlling 911 Authority coordinators may have regarding the 911/E-911 arrangements.

2.2 Each Party shall collect and remit, as required, any 911/E-911 applicable surcharges from its Customers in accordance with Applicable Law.

2.3 Nothing in this Agreement shall be deemed to prevent Verizon from billing to a Controlling 911 Authority or PSAP rates or charges for:

2.3.1 services, facilities and/or arrangements provided by Verizon in connection with 911/E-911 Calls from a Verizon End User or a Telecommunications Carrier interconnected with Verizon to a PSAP for which Intrado Comm is the 911/E-911 Service Provider (including, but not limited to, charges for the transmission and routing of 911/E-911 Calls from Verizon End Users or Telecommunications Carriers interconnected with Verizon to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA);

2.3.2 services, facilities and/or arrangements provided by Verizon in connection with 911/E-911 Calls from Intrado Comm to a PSAP for which Verizon is the 911/E-911 Service Provider;

2.3.3 services, facilities and/or arrangements provided by Verizon in connection with the transfer of 911/E-911 Calls between PSAPs;

2.3.4 ALI Database related activities (including, but not limited to, Verizon's access to, use of, or inclusion or storage of Verizon End User data in, an ALI Database);

2.3.5 MSAG related activities (including, but not limited to, Verizon's obtaining or using an MSAG, MSAG updates, changes or revisions, or MSAG information); or

2.3.6 Verizon to recover any costs incurred by it in connection with 911/E-911 Calls or providing 911/E-911 services to any person.

2.4 Nothing in this Agreement shall be deemed to prevent Intrado Comm from billing to a Controlling 911 Authority or PSAP rates or charges for:

2.4.1 services, facilities and/or arrangements provided by Intrado Comm in connection with 911/E-911 Calls from Intrado Comm to a PSAP for which Verizon is the 911/E-911 Service Provider;

2.4.2 services, facilities and/or arrangements provided by Intrado Comm in connection with 911/E-911 Calls from a Verizon End User or a Telecommunications Carrier interconnected with Verizon to a PSAP for which Intrado Comm is the 911/E-911 Service Provider (including, but not limited to, charges for the transmission and routing of 911/E-911 Calls from Verizon End Users or Telecommunications Carriers interconnected with Verizon from the technically feasible Point(s) of Interconnection on Verizon's network in a LATA to a PSAP for which Intrado Comm is the 911/E-911 Service Provider);

2.4.3 services, facilities and/or arrangements provided by Intrado Comm in connection with the transfer of 911/E-911 Calls between PSAPS;

2.4.4 ALI Database related activities;

2.4.5 MSAG related activities (including, but not limited to, Intrado Comm's obtaining or using an MSAG, MSAG updates, changes or revisions, or MSAG information); or

2.4.6 Intrado Comm to recover any costs incurred by it in connection with 911/E-911 Calls or providing 911/E-911 services to any person.

PRICING ATTACHMENT

1. General

1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.

1.2 Except as stated in Sections 1.7.2 or 1.7.3 of the 911 Attachment, Charges for Services shall be as stated in this Section 1.

1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.

1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment.

1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction. The Charges identified in Appendix A of this Pricing Attachment as "TBD" (to be developed) shall be automatically superseded by any applicable Tariff Charges. The Charges identified in Appendix A of this Pricing Attachment as "TBD" also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.

1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.

1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.

1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. [This Section Intentionally Left Blank]

3. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b)

with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT[1 2 3]

(TEXAS)
v1.12

I. Rates and Charges for Interconnection

A. Entrance Facility and Transport for Interconnection Charges: Per Verizon Intrastate Access Tariff ("Texas Facilities for State Access Tariff" [Verizon Southwest—TXG], for the Verizon operating territory covered by the "Texas Facilities for State Access Tariff"; and, "Access Service Tariff" [Verizon Southwest—TXC], for the Verizon operating territory covered by the "Access Service Tariff"), as amended from time to time, for Special Access service.

B. Exchange Access Service:

Interstate: Per Verizon Interstate Access Tariff (Verizon Tariff FCC No. 14, for the GTE Southwest Incorporated operating territory of Texas covered by Verizon Tariff FCC No. 14; and, Verizon Tariff FCC No. 16, for the GTE Southwest Incorporated operating territory of Texas covered by Verizon Tariff FCC No. 16), as amended from time to time.

Intrastate: Per Verizon Intrastate Access Tariff ("Texas Facilities for State Access Tariff" [Verizon Southwest—TXG], for the Verizon operating territory

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1 All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction.

2 This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references), and for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Intrado Comm shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof

Unless a citation is provided to a generally applicable Verizon Tariff, all listed rates and services are available only to Intrado Comm when purchasing these services for use in the provision of Telephone Exchange Service. Verizon rates and services for use by Intrado Comm in the carriage of Telephone Toll Service traffic shall be subject to Verizon's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

3 Certain of the rates and charges set forth in this Appendix, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreements between GTE/AT&T Communications and GTE/MCI which were approved by the Commission in orders dated May 30, 1997 in Docket No. 16300 and December 12, 1996 in Docket No. 16355, respectively. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: the Parties expressly agree that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to, the Reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's orders in Docket Nos. 16300 and 16355, to the extent such orders established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under the General Terms and Conditions.

covered by the "Texas Facilities for State Access Tariff"; and, "Access Service Tariff" [Verizon Southwest—TXC], for the Verizon operating territory covered by the "Access Service Tariff"), as amended from time to time.

II. Prices for Unbundled Network Elements[4]

Monthly Recurring Charges
Local Loop

2 Wire Analog Loop (inclusive of NID) -		
Zone 1	$	13.63
Zone 2	$	35.45
Zone 3	$	78.77
4 Wire Analog Loop (inclusive of NID)		
Zone 1	$	19.53
Zone 2	$	50.81
Zone 3	$	112.89
2 Wire Digital Loop (inclusive of NID)		
Zone 1	$	13.63
Zone 2	$	35.45
Zone 3	$	78.77
4 Wire Digital Loop (inclusive of NID)		
Zone 1	$	19.53
Zone 2	$	50.81
Zone 3	$	112.89
DS-1 Loop	$	126.39
DS-3 Loop	$	1342.50
Supplemental Features:		
ISDN-BRI Line Loop Extender	$	5.62
DS1 Clear Channel Capability	$	24.00
Sub-Loop		
2-Wire Distribution	$	19.05
4-Wire Distribution	$	33.51
2-Wire Drop	$	3.13
4-Wire Drop	$	3.47
Inside Wire	BFR	
Network Interface Device (leased separately)		
Basic NID:	$	.67
Complex (12 x) NID	$	1.10

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4 For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Intrado Comm shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Dedicated Transport Facilities

Interoffice Dedicated Transport:		
IDT DS0 Transport Facility per Airline Mile ("ALM") (includes Termination)	$	2.60♦
IDT DS0 Transport Termination	$	N/A♦
IDT DS1 Transport Facility per ALM	$	.97♦
IDT DS1 Transport Termination	$	31.02♦
IDT DS3 Transport Facility per ALM	$	13.20
IDT DS3 Transport Termination	$	174.45
Multiplexing (Dedicated Transport):		
DS1 to Voice Multiplexing	$	204.03
DS3 to DS1 Multiplexing	$	771.50
DS1 Clear Channel Capability	$	24.00

Unbundled Dark Fiber

Unbundled Dark Fiber Loops		
Dark Fiber Loop	$	67.13
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT –Facility	$	24.80
Dark Fiber IDT –Termination	$	6.34
Intermediate Office Cross Connect	TBD	

EEL Pricing

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, Multiplexing, & Clear Channel Capability).

Line Splitting (also referred to as "Loop Sharing")[5]

A. Unbundled Local Loops	As applicable per this Appendix A for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge* (per loop), Service Connection-Other Charge* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query (where available), Engineering Work Order (where available), Trouble Dispatch, Misdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges	
B. Other Charges	**i. Regrade**	$8.83 NRC
	ii. *Service Connection *Service Connection/Other	A second Service Connection NRC and Service Connection/ Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.
	iii. Disconnect	A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.
	iv. Line and Station Transfers /Pair Swaps	A LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.
C. Collocation Rates Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)	As applicable per this Appendix A.	

[5] Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

NON-RECURRING CHARGES – LOOP

Service Ordering (Loop)		
Initial Service Order, per order	$	31.50
Transfer of Service Charge, per order	$	16.00♦
Subsequent Service Order, per order	$	13.50
Installation		
Unbundled Loop, per loop	$	11.00♦
Loop Facility Charge, per order (See Note 1)	$	9.00

CUSTOM HANDLING

Coordinated Conversions:		
ISO	$	16.01
Central Office Connection	$	9.91
Outside Facility Connection	$	8.83
Hot Coordinated Conversions First Hour:		
ISO	$	27.31
Central Office Connection	$	39.65
Outside Facility Connection	$	35.33
Hot Coordinated Conversions per Additional Quarter Hour:		
ISO	$	5.81
Central Office Connection	$	9.91
Outside Facility Connection	$	8.83
Service Order Expedites:		
Non-Engineered	$	11.45
Engineered	$	29.85

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES - OTHER UNE's and Misc.

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi-Mech.	Provisioning Initial Unit	Addt'l Unit
UNBUNDLED NID				
Exchange - Basic	$ 27.06	$ 18.83	$ 33.99	N/A
SUB-LOOP				
Exchange - FDI Distribution Interconnection - Initial	$ 36.32	$ 26.88	$ 61.90	$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	$ 15.01	$ 11.83	$ 16.99	$ 7.22
Exchange - Serving Terminal Interconnection - Initial	$ 36.32	$ 26.88	$ 28.99	$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	$ 15.01	$ 11.83	$ 13.23	$ 6.41
DARK FIBER				
Advanced - Service Inquiry Charge	$405.87	$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	$ 64.80	$ 64.57	$267.28	$224.68
Advanced - Unbundled Loop - Initial	$ 64.80	$ 64.57	$261.86	$220.43
Dark Fiber Record Review (with reservation)	TBD			
Intermediate Office Cross Connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
ENHANCED EXTENDED LOOPS (EELs) Loop portion (In addition, IDT charges apply if applicable to the EEL arrangement)				
Advanced - Basic (2-wire and 4-wire)- Initial	$ 88.39	$ 56.13	$ 11.00	N/A
Advanced - Basic (2-wire and 4-wire)- Subsequent	$ 38.02	$ 21.89	$ 11.00	N/A
DS1/DS3 - Initial	$ 97.94	$ 65.68	$ 11.00	N/A
DS1/DS3 - Subsequent	$ 38.02	$ 21.89	$ 11.00	N/A
DS3 to DS1 Multiplexer	N/A	N/A	$450.00	N/A
DS1 to DS0 Multiplexer	N/A	N/A	$800.00	N/A

Changeover Charge - (Conversion from Special Access to EELs or Transport)				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	$161.87	$ 99.77	$ 41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	$ 7.52	$ 4.56	$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	$179.37	$117.27	$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	$ 7.52	$ 4.56	$ 41.64	N/A
LOOP CONDITIONING[6] (No charge for loops 12,000 feet or less)				
Loop Conditioning - Bridged Tap	N/A	N/A	$318.71	$ 35.75
Loop Conditioning - Load Coils	N/A	N/A	$249.91	$ 47.03
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	$568.62	$ 82.77
Loop Conditioning - Distribution - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD
LINE AND STATION TRANSFER[7]	**N/A**	**N/A**	**$147.75**	**N/A**

6 These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

7 A Line and Station Transfer (LST) Charge applies when Verizon arranges or rearranges an individual circuit at a terminal or cross-connect box to free up a pair or suitable facility at the required service location; examples include an arrangement of copper to DLC, the rearrangement of IDLC to copper and the rearrangement of IDLC to UDLC.

INTEROFFICE DEDICATED TRANSPORT(IDT) (Also applies to IDT portion of an EEL arrangement)				
Advanced - Basic (2-wire and 4-wire) – Initial	$ 95.49	$ 63.01	$428.58	N/A
Advanced - Basic (2-wire and 4-wire) – Subsequent	$ 45.12	$ 28.77	$ 58.20	N/A
Advanced - Complex (DS1 and above) – Initial	$105.04	$ 72.56	$584.49	N/A
Advanced - Complex (DS1 and above) - Subsequent	$ 45.12	$ 28.77	$ 86.80	N/A
Clear Channel Capability	N/A	N/A	$ 90.00	N/A
OTHER				
Customer Record Search (per account)	$ 4.21	N/A	N/A	N/A
CLEC Account Establishment (per CLEC)	$166.32	$166.32	N/A	N/A
Design Change Charge - EELs and Transport	$ 27.00	$ 27.00	N/A	N/A
ROUTINE NETWORK MODIFICATIONS				
CLEAR DEFECTIVE PAIR	N/A	N/A	TBD	N/A
REASSIGNMENT OF NON-WORKING CABLE PAIR	N/A	N/A	TBD	N/A
BINDER GROUP REARRANGEMENT	N/A	N/A	TBD	N/A
REPEATER – INSTALLATION	N/A	N/A	TBD	N/A
APPARATUS CASE – INSTALLATION	N/A	N/A	TBD	N/A
RANGE EXTENDERS - DS-0 Installation	N/A	N/A	TBD	N/A
RANGE EXTENDERS - DS-1 Installation	N/A	N/A	TBD	N/A
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	N/A	N/A	TBD	N/A
SERVING TERMINAL - INSTALLATION / UPGRADE	N/A	N/A	TBD	N/A
ACTIVATE DEAD COPPER PAIR	N/A	N/A	TBD	N/A
MULTIPLEXER - 1/0 – INSTALLATION	N/A	N/A	TBD	N/A
MULTIPLEXER - 1/0 – RECONFIGURATION	N/A	N/A	TBD	N/A
MULTIPLEXER - 3/1 – INSTALLATION	N/A	N/A	TBD	N/A
MULTIPLEXER - 3/1 – RECONFIGURATION	N/A	N/A	TBD	N/A
MULTIPLEXER - OTHER - INSTALLATION	N/A	N/A	TBD	N/A
MOVE DROP	N/A	N/A	TBD	N/A
CROSS-CONNECTION - EXISTING FIBER FACILITY	N/A	N/A	TBD	N/A
LINE CARD – INSTALLATION	N/A	N/A	TBD	N/A
COPPER REARRANGEMENT	N/A	N/A	TBD	N/A
CENTRAL OFFICE TERMINAL - INSTALLATION	N/A	N/A	TBD	N/A
IDLC ONLY CONDITION	N/A	N/A	TBD	N/A

ROUTINE NETWORK MODIFICATIONS (Cont'd)				
OTHER				
Commingled Arrangements – per circuit NRC	N/A	N/A	TBD	N/A
Conversion - Service Order	N/A	N/A	TBD	N/A
Conversion - Installation per circuit	N/A	N/A	TBD	N/A
Circuit Retag - per circuit	N/A	N/A	TBD	N/A
Dark Fiber				
Dark Fiber Routine Network Modifications	N/A	N/A	TBD	N/A

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Intrado Comm orders any service from this Agreement.

Customer Record Search applies when Intrado Comm requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution and Loop Conditioning.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber and EELs

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, Multiplexing and Clear Channel Capability.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Intrado Comm requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Intrado Comm requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Intrado Comm requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

III. Rates and Charges for 911 Transport

Per Section I, "Rates and Charges for Interconnection," above.

IV. Collocation Rates

CAGED COLLOCATION RATES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Non-Recurring Prices			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	$1,129.00
Minor Augment Fee	per occurrence	NRC	200.00
Access Card Administration (New/Replacement)	per card	NRC	21.00
Cage Grounding Bar	per bar	NRC	1,432.92
DC Power			
Engineering	per project	NRC	91.49
Cable Pull/Termination	per cable	NRC	1860.17
Ground Wire	per wire	NRC	18.12
Overhead Superstructure	per project	NRC	2,819.00
Facility Cable or Fiber Optic Patchcord Pull/Termination			
Engineering	per project	NRC	92.00
Facility Cable Pull	per cable run	NRC	291.00
Fiber Optic Patchcord Pull	per cable run	NRC	205.35
DS0 Cable Termination	per 100 pair	NRC	6.00
DS1 Cable Termination	per 28 pair	NRC	2.00
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	2.00
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	15.00
Fiber Optic Patchcord Termination	per termination	NRC	1.11
Fiber Cable Pull			
Engineering	per project	NRC	607.00
Place Innerduct	per lin ft	NRC	2.00
Pull Cable	per lin ft	NRC	1.00
Cable Fire Retardant	per occurrence	NRC	58.00
Fiber Cable Splice			
Engineering	per project	NRC	31.00
Splice Cable	per fiber	NRC	57.00
BITS Timing	per project	NRC	307.00
Monthly Recurring Prices			
Caged Floor Space including Shared Access Area	per sq ft	MRC	4.00
DC Power	per load amp	MRC	14.09
Building Modification	per request	MRC	136.00
Environmental Conditioning	per load amp	MRC	1.61
Facility Termination			
DS0	per 100 pr	MRC	4.00
DS1	per 28 pr	MRC	14.00
DS3	per DS3	MRC	11.00
Fiber Optic Patchcord	per connector	MRC	0.88
Cable Rack Space - Metallic	per cable run	MRC	2.00
Cable Rack Space - Fiber	per innerduct ft	MRC	0.02
Fiber Optic Patchcord Duct Space	per cable run	MRC	0.35
Manhole Space - Fiber	per project	MRC	4.00
Subduct Space - Fiber	per lin ft	MRC	0.02

CAGED COLLOCATION RATES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Cable Vault Splice			
Fiber Cable - 48 Fiber			
Material	per splice	MRC	8.00
Fiber Cable - 96 Fiber			
Material	per splice	MRC	23.00
BITS Timing	per occurrence	MRC	10.00

CAGELESS COLLOCATION RATES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Non-Recurring Prices			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	$1,129.00
Minor Augment Fee	per occurrence	NRC	200.00
Access Card Administration (New/Replacement)	per card	NRC	21.00
DC Power			
Engineering	per project	NRC	91.49
Cable Pull/Termination	per cable	NRC	1860.17
Ground Wire	per wire	NRC	18.12
Overhead Superstructure	per project	NRC	2,819.00
Facility Cable or Fiber Optic Patchcord Pull/Termination			
Engineering	per project	NRC	92.00
Facility Pull	per cable run	NRC	291.00
Fiber Optic Patchcord Pull	per cable run	NRC	205.35
DS0 Cable Termination	per 100 pair	NRC	6.00
DS1 Cable Termination	per 28 pair	NRC	2.00
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	2.00
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	15.00
Fiber Optic Patchcord Termination	per termination	NRC	1.11
Fiber Cable Pull			
Engineering	per project	NRC	607.00
Place Innerduct	per lin ft	NRC	2.00
Pull Cable	per lin ft	NRC	1.00
Cable Fire Retardant	per occurrence	NRC	58.00
Fiber Cable Splice			
Engineering	per project	NRC	31.00
Splice Cable	per fiber	NRC	57.00
BITS Timing	per project	NRC	307.00
Monthly Recurring Prices			
Relay Rack Floor Space	per lin ft	MRC	15.00
DC Power	per load amp	MRC	14.09
Building Modification	per request	MRC	136.00
Environmental Conditioning	per load amp	MRC	1.61
Facility Termination			
DS0	per 100 pr	MRC	4.00
DS1	per 28 pr	MRC	14.00
DS3	per DS3	MRC	11.00
Fiber Optic Patchcord	per connector	MRC	0.88
Cable Rack Space - Metallic	per cable run	MRC	2.00
Cable Rack Space - Fiber	per innerduct ft	MRC	0.02
Fiber Optic Patchcord Duct Space	per cable run	MRC	0.35
Manhole Space - Fiber	per project	MRC	4.00
Subduct Space - Fiber	per lin ft	MRC	0.02
Cable Vault Splice			
Fiber Cable - 48 Fiber			
Material	per splice	MRC	8.00

CAGELESS COLLOCATION RATES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Fiber Cable - 96 Fiber			
Material	per splice	MRC	23.00
BITS Timing	per occurrence	MRC	10.00

ADJACENT COLLOCATION RATES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Non-Recurring Prices			
Engineering Fee	per occurrence	NRC	$958.00
Facility Pull	1 lin ft	NRC	2.00
Facility Termination			
DS0 Cable			
Connectorized	per 100 pr	NRC	6.00
Unconnectorized	per 100 pr	NRC	58.00
DS1 Cable			
Connectorized	per 28 pr	NRC	2.00
Unconnectorized	per 28 pr	NRC	44.00
DS3 (Coaxial) Cable			
Connectorized	per DS3	NRC	2.00
Unconnectorized	per DS3	NRC	15.00
Fiber	per fiber term	NRC	57.00
Monthly Recurring Prices			
Facility Termination			
DSO	per 100 pr	MRC	4.00
DS1	per 28 pr	MRC	14.00
DS3	per coaxial	MRC	11.00
Cable Vault Space			
Fiber Cable - 48 fiber			
Space Utilization	per subduct	MRC	1.00
Fiber Cable - 96 fiber			
Space Utilization	per subduct	MRC	1.00
Cable Rack Space			
Metallic DSO	1 lin ft	MRC	0.01
Metallic DS1	1 lin ft	MRC	0.01
Fiber	per innerduct ft	MRC	0.02
Coaxial	1 lin ft	MRC	0.01

VIRTUAL COLLOCATION RATES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Non-Recurring Prices			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	528.29
Equipment Installation	per quarter rack	NRC	3,511.48
Software Upgrades	per base unit	NRC	95.35
Card Installation	per card	NRC	225.27
DC Power			
Engineering	per project	NRC	91.49
Cable Pull/Termination	per cable	NRC	1860.17
Ground Wire	per wire	NRC	18.12
Facility Cable or Fiber Optic Patchcord Pull/Termination			
Engineering	per project	NRC	92.00
Facility Cable Pull	per cable run	NRC	291.00
Fiber Optic Patchcord Pull	per cable run	NRC	205.35
DS0 Cable Termination	per 100 pair	NRC	6.00
DS1 Cable Termination	per 28 pair	NRC	2.00
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	2.00
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	15.00
Fiber Optic Patchcord Termination	per termination	NRC	1.11
Fiber Cable Pull			
Engineering	per project	NRC	607.00
Place Innerduct	per lin ft	NRC	2.00
Pull Cable	per lin ft	NRC	1.00
Cable Fire Retardant	per occurrence	NRC	58.00
Fiber Cable Splice			
Engineering	per project	NRC	31.00
Splice Cable	per fiber	NRC	57.00
BITS Timing	per project	NRC	307.00
Monthly Recurring Prices			
Equipment Maintenance	per quarter rack	MRC	70.84
DC Power	per load amp	MRC	14.09
Environmental Conditioning	per load amp	MRC	1.61
Facility Termination			
DS0	per 100 pr	MRC	4.00
DS1	per 28 pr	MRC	14.00
DS3	per DS3	MRC	11.00
Fiber Optic Patchcord	Per connector	MRC	0.88
Cable Rack Space - Metallic	per cable run	MRC	2.00
Cable Rack Space - Fiber	Per innerduct ft	MRC	0.02
Fiber Optic Patchcord Duct Space	per cable run	MRC	0.35
Manhole Space - Fiber	per project	MRC	4.00
Subduct Space - Fiber	per lin ft	MRC	0.02
Cable Vault Splice			
Fiber Cable - 48 Fiber			
Material	per splice	MRC	8.00

VIRTUAL COLLOCATION RATES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Fiber Cable - 96 Fiber			
Material	per splice	MRC	23.00
BITS Timing	Per occurrence	MRC	10.00

MICROWAVE COLLOCATION RATES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Non-Recurring Prices			
Augment Fee	per occurrence	NRC	1024.21
Facility Pull			
Engineering	per project	NRC	92.00
Labor	per linear ft	NRC	1.11
Building Penetration for Microwave Cable	per occurrence	NRC	ICB
Special Work for Microwave	per occurrence	NRC	ICB
Monthly Recurring Prices			
Rooftop Space	per sq ft	MRC	3.51

DEDICATED TRANSIT SERVICE RATES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Non-Recurring Prices			
DS0			
Service Order - Semi-Mechanized	per order	NRC	21.89
Service Order - Manual	per order	NRC	38.02
Service Connection - CO Wiring	per jumper	NRC	6.60
Service Connection - Provisioning	per order	NRC	55.57
DS1/DS3/Dark Fiber			
Service Order - Semi-Mechanized	per order	NRC	21.89
Service Order - Manual	per order	NRC	38.02
Service Connection - CO Wiring	per jumper	NRC	16.04
Service Connection - Provisioning	per order	NRC	108.56
Lit Fiber			ICB

MISCELLANEOUS COLLOCATION SERVICES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Labor:			
Overtime Installation Labor	per rates below		
Overtime Repair Labor	per rates below		
Additional Installation Testing Labor	per rates below		
Standby Labor	per rates below		
Testing & Maintenance with Other Telcos, Labor	per rates below		
Other Labor	per rates below		
Labor Rates:			
Basic Time, Business Day, Per Technician			
First Half Hour or Fraction Thereof		NRC	$39.65
Each Additional Half Hour or Fraction Thereof		NRC	19.82
Overtime, Outside the Business Day			
First Half Hour or Fraction Thereof		NRC	100.00
Each Additional Half Hour or Fraction Thereof		NRC	75.00
Prem.Time,Outside Business Day, Per Tech			
First Half Hour or Fraction Thereof		NRC	150.00
Each Additional Half Hour or Fraction Thereof		NRC	125.00
Cable Material			
Facility Cable-DS0 Cable (Connectorized) 100 pair	per cable run	NRC	332.00
Facility Cable-DS1 Cable (Connectorized)	per cable run	NRC	308.00
Facility Cable-DS3 Coaxial Cable	per cable run	NRC	84.00
Fiber Optic Patchcord - 24 Fiber (Connectorized)	per cable run	NRC	821.40
Power Cable-Wire Power 1/0	per cable run	NRC	93.00
Power Cable-Wire Power 2/0	per cable run	NRC	135.00
Power Cable-Wire Power 3/0	per cable run	NRC	150.00
Power Cable-Wire Power 4/0	per cable run	NRC	184.00
Power Cable-Wire Power 350 MCM	per cable run	NRC	314.00
Power Cable-Wire Power 500 MCM	per cable run	NRC	438.00
Power Cable-Wire Power 750 MCM	per cable run	NRC	674.00
Facility Cable - Category 5 Connectorized	per linear ft	NRC	1.08
Collocation Space Report	per premise	NRC	1,218.00

DESCRIPTION AND APPLICATION OF RATE ELEMENTS

Non-Recurring Charges

The following are non-recurring charges (one-time charges) that apply for specific work activity:

Engineering/Major Augment Fee. The Engineering/Major Augment Fee applies for each initial Caged, Cageless, Virtual, or Microwave collocation request and major augment requests for existing Caged, Cageless, and Virtual collocation arrangements. This charge recovers the costs of the initial walkthrough to determine if there is sufficient collocation space, the best location for the collocation area, what building modifications are necessary to provide collocation, and if sufficient DC power facilities exist in the premises to accommodate collocation. This fee also includes the total time for the Building Services Engineer and the time for the Outside Plant and Central Office Engineers to attend status meetings.

Engineering/Major Augment Fee (Microwave Only). The Engineering/Major Augment Fee for Microwave Collocation applies when an existing Caged and Cageless collocation arrangement is augmented with newly installed microwave antennae and other exterior facilities. This charge recovers the costs of the initial walkthrough to determine if there is sufficient space, the best location for the microwave antennae and other exterior facilities, what building modifications are necessary, if any, and if sufficient support facilities exist in the premises to accommodate the microwave antennae and other exterior facilities. This fee also includes the total time for the Building Services Engineer to coordinate the entire project.

Minor Augment Fee. The Minor Augment Fee applies for each minor augment request of an Existing Caged, Cageless, Virtual, or Microwave collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space. Minor augments are those requests that require the Company to perform a service or function on behalf of the CLEC including, but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

Access Card Administration. The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card basis.

Cage Grounding Bar. The Cage Grounding Bar rate recovers the material and labor costs to provision a ground bar, including necessary ground wire, in the collocator's cage.

BITS Timing. The non-recurring charge for BITS Timing includes engineering, materials, and labor costs to wire a BITS port to the CLEC's equipment. If requested, it is applied on a per project basis.

Overhead Superstructure. The Overhead Superstructure charge is applied for each initial caged and cageless collocation application. The Overhead Superstructure charge is designed to recover Verizon's engineering, material, and installation costs for extending dedicated overhead superstructure.

Facility Cable or Fiber Optic Patchcord Pull/Termination-Engineering. The Facility Cable or Fiber Optic Patchcord Pull/Termination-Engineering charge is applied per project to recover the engineering costs of pulling and terminating the interconnection wire (cable or fiber patchcord) from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel. The charge would also apply per project to recover the engineering costs of

pulling transmission cable from microwave antennae facilities on the rooftop to the collocation cage or relay rack.

Facility Pull. The Facility Pull charge is applied per cable run and recovers the labor cost of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

Cable Termination. The Cable Termination charge is applied per cable or fiber optic patchcord terminated and is designed to recover the labor cost of terminating or disconnecting transmission cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

Fiber Cable Pull-Engineering. The Fiber Cable Pull-Engineering charge is applied per project to cover the engineering costs for pulling the CLEC's fiber cable, when necessary, into Verizon's central office.

Fiber Cable Pull-Place Innerduct The Fiber Cable Pull-Place Innerduct charge is applied per linear foot to cover the cost of placing innerduct. Innerduct is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber cable is pulled.

Fiber Cable Pull-Labor. This charge is applied per linear foot and covers the labor costs of pulling the CLEC's fiber cable into Verizon's central office.

Fiber Cable Pull-Fire Retardant. This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

Fiber Optic Patchcord Termination. The Fiber Optic Patchcord Termination is applied per fiber cable termination and recovers the labor cost to terminate the fiber optic patchcord cable.

Fiber Splice-Engineering. The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.

Fiber Splice. The Fiber Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.

DC Power. Non-recurring charges for DC Power are applied for each caged, cageless, and virtual collocation application and major DC Power augments to existing arrangements. These charges recover Verizon's engineering and installation costs for pulling and terminating DC power cables to the collocation area. For initial applications, each DC Power feed will require two (2) cables.

Cable Material Charges. The CLEC has the option of providing its own cable or Verizon may, at the CLEC's request, provide the necessary transmission and power cables for caged, cageless, and virtual collocation arrangements. If Verizon provides these cables, the applicable Cable Material Charge will be charged.

Adjacent Engineering Fee. The Adjacent Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing Adjacent On-Site collocation. The labor charges are for an on-site visit, preliminary investigation of the manhole/conduit systems, wire center and property, and contacting other agencies that could impact the provisioning of adjacent collocation.

Adjacent Facility Pull-Labor. This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

Adjacent Fiber Cable Termination. This charge covers the labor of terminating fiber cable for adjacent collocation to the main distribution frame block or DSX panel.

Collocation Space Report. When requested by a CLEC, Verizon will submit a report that indicates Verizon's available collocation space in a particular premise. The report will be issued within ten calendar days of the request. The report will specify the amount of collocation space available at each requested premise, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that Verizon is taking to make additional space available for collocation.

Miscellaneous Services Labor. Additional labor, if required, by Verizon to complete a collocation request, disconnect collocation power cables, remove collocation equipments, or perform inventory services for CLECs.

Facility Pull (Microwave Only). The Facility Pull charge is applied per linear foot and recovers the labor cost of pulling transmission cable from the microwave antennae and other exterior facilities on the rooftop to the transmission equipment in the collocation cage or relay rack.

Building Penetration for Microwave Cable. The reasonable costs to penetrate buildings for microwave cable to connect microwave antennae facilities and other exterior facilities to the transmission equipment in the collocation cage or relay rack will be determined and applied on an individual case basis, where technically feasible, as determined by the initial and subsequent Engineering surveys.

Special Work for Microwave. The costs incurred by Verizon for installation of CLEC's microwave antennae and other exterior facilities that are not recovered via other microwave rate elements will be determined and applied on an individual case basis.

Virtual Equipment Installation. The Virtual Equipment Installation charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by Verizon for engineering and installation of the virtual collocation equipment. This charge would apply to the installation of powered equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the installation of splitters.

Virtual Software Upgrade. The Virtual Software Upgrade charge is applied per base unit when Verizon, upon CLEC request, installs software to upgrade equipment for an existing Virtual Collocation arrangement.

Virtual Card Installation. The Virtual Card Installation charge is applied per card when Verizon, upon CLEC request, installs additional cards for an existing Virtual Collocation arrangement.

Dedicated Transit Service (DTS) Service Order Charge. Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.

Dedicated Transit Service (DTS) – Service Connection CO Wiring. Applied per DTS circuit to the requesting CLEC for recovery of DTS jumper material, wiring, service turn-up for DS0, DS1, DS3, and dark fiber circuits.

Dedicated Transit Service (DTS) – Service Connection Provisioning. Applied per DTS order to the request CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1, DS3, and dark fiber circuits for DTS.

Monthly Recurring Charges

The following are monthly charges. Monthly charges apply each month or fraction thereof that Collocation Service is provided.

Caged Floor Space. Caged Floor Space is the cost per square foot to provide environmentally conditioned caged floor space to the CLEC. Environmentally conditioned space is that which has proper humidification and temperature controls to house telecommunications equipment. The cost includes only that which relates directly to the land and building space itself.

Relay Rack Floor Space. The Relay Rack Floor Space charge provides for the environmentally conditioned floor space that a relay rack occupies based on linear feet. The standardized relay rack floor space depth is based on half the aisle area in front and back of the rack, and the depth of the equipment that will be placed within the rack.

Cable Subduct Space-Manhole. This charge applies per project per month and covers the cost of the space that the outside plant fiber occupies within the manhole.

Cable Subduct Space. The Subduct Space charge covers the cost of the subduct space that the outside plant fiber occupies and applies on a per linear foot basis.

Fiber Cable Vault Splice. The Fiber Cable Vault Splice charge applies per splice and covers the space and material cost associated with the CLEC's fiber cable splice within Verizon's cable vault.

Cable Rack Space-Metallic. The Cable Space-Metallic charge is applied for each DS0, DS1 and DS3 cable run. The charge is designed to recover the space utilization cost that the CLEC's metallic and coaxial cable occupies within Verizon.

Cable Rack Space-Fiber. The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLEC's fiber cable occupies within Verizon's cable rack system.

Fiber Optic Patchcord Duct Space. The Fiber Optic Duct Space rate element is applied per cable run and recovers the cost for the central office duct space occupied by the fiber optic patchcord cable.

DC Power. The DC Power monthly charge is applied on a per load amp basis with a 10 amp minimum for each caged, cageless, and virtual collocation arrangement. This charge is designed to recover the monthly facility and utility expense to power the collocation equipment.

Facility Termination. This charge is applied per cable terminated. This charge is designed to recover the labor and material costs of the applicable main distribution frame 100 pair circuit block, DSX facility termination panel, or fiber distribution panel.

BITS Timing. The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per port cost.

Building Modification. The Building Modification monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the following items in Verizon's premises: security, dust partition, ventilation ducts, demolition/site work, lighting, outlets, and grounding equipment.

Environmental Conditioning. The Environmental Conditioning charge is applied to each caged, cageless, and virtual arrangement on a per load amp increment (10 amp minimum) based on the

CLEC's DC Power requirements. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLEC's equipment in Verizon's premises.

Adjacent Cable Vault Space. The Adjacent Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.

Adjacent Cable Rack Space. This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.

Microwave Rooftop Space. Microwave Rooftop Space is the cost per square foot to provide rooftop space to the CLEC for microwave antennae and other exterior facilities. The cost includes only that which relates directly to the land and building space itself.

Virtual Equipment Maintenance. The Virtual Equipment Maintenance charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for maintenance of the CLEC's virtual collocation equipment. This charge would apply to the maintenance of equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the maintenance of splitters.