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May 1, 2001

Ms. Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

010322-TP

Re: Docket No. ~~010647-TP~~
Petition for Approval of Supplemental Agreement No. 1 Between Verizon Florida Inc. and CCCFL, Inc. d/b/a Connect!

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s Petition for Approval of Supplemental Agreement No. 1 with CCCFL, Inc. d/b/a Connect! The Supplemental Agreement consists of a total of 41 pages. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (813) 483-2617.

Very truly yours,

Kimberly Caswell

KC:tas
Enclosures

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Supplemental Agreement No. 1 Between Verizon Florida Inc. and CCCFL, Inc. d/b/a Connect!	Docket No. 010322-TP Filed: May 1, 2001

PETITION FOR APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN VERIZON FLORIDA INC. AND CCCFL, INC. D/B/A CONNECT!

Verizon Florida Inc. (Verizon), formerly GTE Florida Incorporated, files this petition before the Florida Public Service Commission (Commission) seeking approval of Supplemental Agreement No. 1 between Verizon and CCCFL, Inc. d/b/a Connect! (Connect!). Verizon's petition for approval of Connect!'s Section 252(i) adoption of the terms of the interconnection agreement between Verizon and Gulf Coast Communications, Inc. was filed with the Commission on March 13, 2001 in Docket No. 010322-TP. The attached Supplemental Agreement No. 1 replaces in its entirety the Unbundled Network Elements Attachment and Pricing Appendix in the original agreement.

Verizon respectfully requests that the Commission approve its petition and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on May 1, 2001.

By: Courtney P. Gilbert
for Kimberly Caswell
P. O. Box 110, FLTC0007
Tampa, Florida 33601-0110
Telephone No. (813) 483-2617

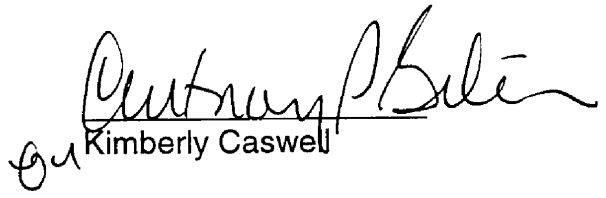
Attorney for Verizon Florida Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the Petition For Approval of Supplemental Agreement No. 1 Between Verizon Florida Inc. and CCCFL, Inc. d/b/a Connect! was sent via overnight delivery on April 30, 2001 to:

Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

CCCFL, Inc. d/b/a Connect!
Attention: Ramona Maxwell
124 W. Capitol, Suite 250
Little Rock, AR 72201



Kimberly Caswell

SUPPLEMENTAL NO. 1

between

VERIZON FLORIDA INC., F/K/A GTE FLORIDA INCORPORATED

and

CCCFL, INC., D/B/A CONNECT!

Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), a Florida corporation, and CCCFL, Inc., d/b/a Connect! a Florida corporation ("Connect!"), enter into this Supplemental Agreement No. 1 regarding Unbundled Network Elements, dated as of April 6, 2001 (this "Supplemental Agreement No. 1, (each of Verizon and Connect! being referred to individually as a "Party" and collectively as the "Parties"). This Supplemental Agreement No. 1 covers services in the State of Florida (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated February 5, 2001 (the "Adoption Letter"), Connect! adopted in the State, pursuant to Section 252(i) of the Act, the interconnection agreement between Gulf Coast Communications, Inc. and Verizon (the "Terms");

WHEREAS, the Parties desire to supplement the Terms as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Parties agree that the terms and conditions set forth in the Unbundled Network Elements Attachment and Pricing Appendix to the Unbundled Network Elements Attachment attached hereto shall replace the Unbundled Network Elements (UNEs) Attachment of the Terms in its entirety and shall govern the provisions of Unbundled Network Elements services.

2. Conflict between this Supplemental Agreement No. 1 and the Terms. This Supplemental Agreement No. 1 shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Supplemental Agreement No. 1. In the event of a conflict between the terms and provisions of this Supplemental Agreement No. 1 and the terms and provisions of the Terms, this Supplemental Agreement No. 1 shall govern, *provided, however,* that the fact that a term or provision appears in this Supplemental Agreement No. 1 but not in the Terms, or in the Terms but not in this Supplemental Agreement No. 1, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Supplemental Agreement No. 1 may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Supplemental Agreement No. 1 have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Supplemental Agreement No. 1.

5. Scope of this Supplemental Agreement No. 1. This Supplemental Agreement No. 1 shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Supplemental Agreement No. 1, and, except to the extent set forth in Section 1 of this Supplemental Agreement No. 1, the terms and provisions of the Terms shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Supplemental Agreement No. 1 to be duly executed and delivered by their authorized representatives as of the date first set forth above.

VERIZON FLORIDA INC.

By: Steven J Pitterle

Name: Steven J. Pitterle

Title: Director - Negotiations
Network Services

CCCFL, INC., D/B/A CONNECT!

By: B L Jester

Name: Bill Jester

Title: Dir of Operations

UNBUNDLED NETWORK ELEMENTS (UNEs) ATTACHMENT

1. General

1.1 Verizon shall provide to Connect!, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to Connect! only to the extent required by Applicable Law and may decline to provide UNEs or Combination to Connect! to the extent that provision of such UNEs or Combination are not required by Applicable Law.

1.2 Except as otherwise required by Applicable Law: (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 available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine UNEs that are not already combined in Verizon's network. Connect! shall not directly or through a third party (e.g., Connect!'s Customer) order Telecommunications Services from Verizon in order to impose on Verizon an obligation to provide a UNE or a Combination that Verizon would not otherwise have an obligation to provide. For example, Connect! shall not order Telecommunications Services or advise its Customer to order Telecommunications Services where existing UNEs or Combination desired by Connect! are not available in order to permit Connect! to subsequently convert the Telecommunications Services to the UNEs or Combinations desired by Connect!.

1.3 Connect! may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to Connect!. Without limiting the foregoing, Connect! may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to Connect! in order to allow Connect! to provide such Exchange Access services.

1.4 Notwithstanding any other provision of this Agreement:

1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide a UNE or Combination not offered under this Agreement to Connect! as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination 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 Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.

1.4.2 Verizon shall not be obligated to provide to Connect!, and Connect! shall not request from Verizon, access to a proprietary advanced intelligent network service.

1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to Connect!, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNEs or Combination, Verizon may terminate its provision of such UNE or Combination to Connect!. If Verizon terminates its

provision of a UNE or a Combination to Connect! pursuant to this Section 1.5 and Connect! elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Connect! to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of Connect!; and, (b) Connect! shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.

1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a UNE is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Connect! on an unbundled basis.

1.7 Except as otherwise expressly stated in this Agreement, Connect! shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to Connect!'s Collocation node by means of a Cross Connection.

1.8 If as the result of Connect! Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Connect! Customer premises, Connect! will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in the Pricing Attachment and the Premises Visit Charge as specified in Verizon's applicable retail or Wholesale Tariff.

2. Verizon's Provision of UNEs

Subject to the conditions set forth in Section 1, in accordance with, but only to the extent required by, Applicable Law, Verizon shall provide Connect! access to the following:

2.1 Loops, as set forth in Section 3;

2.2 Line Sharing, as set forth in Section 4;

2.3 Sub-Loops, as set forth in Section 6;

2.4 Inside Wire, as set forth in Section 7;

2.5 Dark Fiber, as set forth in Section 8;

2.6 Network Interface Device, as set forth in Section 9;

2.7 Switching Elements, as set forth in Section 10;

2.8 Interoffice Transmission Facilities, as set forth in Section 11;

2.9 Signaling Networks and Call-Related Databases, as set forth in Section 12;

2.10 Operations Support Systems, as set forth in Section 13; and

2.11 Other UNEs in accordance with Section 14.

3. Loop Transmission Types

Subject to the conditions set forth in Section 1, Verizon shall allow Connect! to access Loops unbundled from local switching and local transport, in accordance with the terms and conditions

set forth in this Section 3. Verizon shall allow Connect! access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below:

3.1 "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 Bell Atlantic 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.

3.2 "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 service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Bell Atlantic TR-72570, as revised from time-to-time.

3.3 "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 as described in ANSI T1.601-1998 and Verizon TR 72575 (, as TR 72575 is 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.

3.4 "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. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new copper facilities. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met.

3.5 "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. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities. The 2-wire HDSL-compatible loop is only available in Bell Atlantic service areas. Connect! may order a GTE Designed Digital Loop to provide similar capability in the GTE service area.

3.6 "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. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met. 4-Wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

3.7 "4-Wire DS1-compatible Loop" provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available only where existing facilities can meet the specifications in ANSI T1.403 and Verizon TR 72575 (as TR 72575 is revised from time-to-time).

3.8 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft 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 cannot be provided via UDLC. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

3.9 "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 draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This UNE 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. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

3.10 "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 Connect! in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 2, as revised from time-to-time

3.11 "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps or the equivalent of 28 DS-1 channels. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. Verizon will not install new electronics. DS-3 specifications are referenced in Verizon's TR72575 as revised from time to time).

3.12 "Digital Designed Loops" are comprised of designed loops that meet specific Connect! 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:

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

3.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;

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

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

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

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

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

3.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap; and

3.13 Verizon shall make Digital Designed Loops available to Connect! at the rates as set forth in the Pricing Attachment.

3.14 The following ordering procedures shall apply to the xDSL and Digital Designed Loops:

3.14.1 Connect! shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

3.14.2 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 ADSL, HDSL, IDSL and SDSL signals. The results of this survey will be stored in a mechanized database and made available to Connect! as the process is completed in each Central Office. Connect! must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, IDSL or SDSL Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment.

3.14.3 If the Loop is not listed in the mechanized database described in Section 3.14.3, Connect! must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop. The rates for manual loop qualification are set forth in the Pricing Attachment. In general, Verizon will complete a manual loop qualification request within three business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.

3.14.4 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), Connect! may request an Engineering Query, as described in Section 3.14.6, to determine whether the result is due to characteristics of the loop itself.

3.14.5 If Connect! submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that has not been prequalified, Verizon will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If Connect! submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, Verizon will respond back to Connect! with a "Nonqualified" indicator and the 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).

3.14.6 Where Connect! has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if Connect! is already aware of the conditioning required (e.g., where Connect! has previously requested a qualification and has obtained loop characteristics), Connect! may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or

extend the Loop in accordance with this Section 3.14 upon receipt of Connect!'s valid, accurate and pre-qualified service order for a Digital Designed Loop.

3.15 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 Connect!, 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:

3.15.1 Three (3) business days will be required following receipt of Connect!'s valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.

3.15.2 Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by Connect!. 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.

3.16 If Connect! requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If Connect! cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Connect! shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If Connect! cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Connect! 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.

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

3.17.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to Connect! Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops) to be provided by Verizon to Connect!:

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

3.17.1.2 Connect! 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 Connect! 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, Connect! and Verizon shall mutually agree on a New Conversion

Time, as defined below. Connect! 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 Applicable Law, Verizon shall provide Connect! the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.

3.17.1.3 Connect! shall provide dial tone at the Connect! Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.

3.17.1.4 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 Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

3.17.1.5 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:

3.17.1.5.1 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 waived upon request from Connect!; and

3.17.1.5.2 If Connect! requests to reschedule outside the one (1) hour time frame above, Connect! shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

3.17.1.6 If Connect! 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 Connect! will reschedule and, upon request from Connect!, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

3.17.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Connect! 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.

3.17.1.8 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional

Number Portability Administration Center ("NPAC").

3.17.1.9 If Connect! 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.

3.18 Verizon shall provide Connect! access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if Connect! orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to Connect!. If, however, no spare physical Loop is available, Verizon shall within three (3) Business Days of Connect!'s request notify Connect! of the lack of available facilities. Connect! may then at its discretion make a Network Element Bona Fide Request pursuant to Section 14.3 to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). Connect! may also make a Network Element Bona Fide Request pursuant to Section 14.3 for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 3.18.

4. Line Sharing

4.1 'Line Sharing' is an arrangement by which Verizon facilitates Connect!'s provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), Multiple Virtual Line (MVL (a proprietary technology)), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to Connect!, solely for Connect!'s own use, the frequency range above the voice band on the same copper Loop required by Connect! to provide such services. This Section 4 addresses Line Sharing over loops that are entirely copper loops.

4.2 In accordance with, but only to the extent required by Applicable Law, Verizon shall provide Line Sharing to Connect! for Connect!'s provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by Connect! on that Loop must not significantly degrade the performance of other services provided on that Loop.

4.3 Verizon shall make Line Sharing available to Connect! at the rates set forth in the Pricing Attachment. In addition to the recurring and nonrecurring charges shown in the Pricing Attachment for Line Sharing itself, the following rates shown in the Pricing Attachment and in Verizon 's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for

shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by Connect!; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, trouble isolation charges, and pair swap/line and station transfer charges.

4.4 The following ordering procedures shall apply to Line Sharing:

4.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. Connect! must utilize the mechanized or manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in Section 4.4.5 below, to make this determination.

4.4.2 Connect! shall place orders for Line Sharing 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.

4.4.3 If the Loop is prequalified by Connect! through the Loop prequalification database, and if a positive response is received and followed by receipt of Connect!'s valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops.

4.4.4 If the Loop requires qualification manually or through an Engineering Query, three (3) additional Business Days will be generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of Connect!'s valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events.

4.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and Connect! orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; or if this Agreement does not contain provisions pertaining to Digital Designed Loops, then in accordance with Verizon's generally available rates, terms and conditions applicable to Digital Design Loops;] provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon 's Customers over such Loops.

4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in Section 4.4.5 above. Except as otherwise required by Applicable Law, provisioning intervals for the Line Sharing arrangement initially shall be the standard interval of six (6) Business Days applicable to 2W ADSL Loops. Where Applicable Law has ordered shorter intervals, the shortened intervals will apply in the event that a dispatch is not required, where conditioning work is not necessary and where facility modifications are not required. In no event shall the Line Sharing interval applied to Connect! be longer than the interval applied to

any Affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of no less than six (6) Business Days.

4.4.7 Connect! must provide all required Collocation, CFA, Special Bill Number ("SBN") and NC/NCI information when a Line Sharing arrangement is ordered. Collocation augments required, either at the Point of Termination Bay (POT), Collocation node, or for splitter placement, must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.

4.4.8 The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in the roll out of Line Sharing in order to minimize provisioning problems and facility issues. Connect! will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.

4.5 To the extent required by Applicable Law, Connect! shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, Connect! must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups.

4.6 As described more fully in Verizon Technical Reference 72575, the xDSL technology used by Connect! for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. Connect!'s deployment of additional Advanced Services shall be subject to the applicable FCC Rules.

4.7 Connect! may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon 's Customer. Connect! is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 which employs Direct Current ("DC") blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and is designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance through one of the splitter options described below. Connect! is also responsible for providing its own Digital Subscriber Line Access Multiplexer ("DSLAM") equipment in the Collocation arrangement and any necessary Customer Provided Equipment ("CPE") for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In both configurations, the splitter must be provided by Connect! and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. Connect! must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before Connect! submits an order for Line Sharing.

Splitter Option 1: Splitter in Connect! Collocation Area

In this configuration, the Connect!-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by Connect! in its own Collocation space within the Customer's serving End Office. The Verizon -provided dial tone is routed through the splitter in the Connect! Collocation area. Any rearrangements will be the responsibility of Connect!.

Splitter Option 2: Splitter in Verizon Area

In this configuration, Verizon inventories and maintains a Connect!-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.

In those serving End Offices where Verizon has employed the use of a POT Bay, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting Connect! Collocation and the splitter. At Connect!'s option, installation of the splitter shelf may be performed by Verizon or by a Verizon -approved vendor designated by Connect!.

In those serving End Offices where Verizon does not employ the use of a POT Bay, Connect! provided splitter will be located via a virtual-LIKE collocation arrangement, to which Connect! does not have access. Connect! shall receive its DSL traffic via tie cables running from the MDF to the splitter and from the splitter to Connect!'s collocation arrangement. The demarcation point is the connection to the DSLAM from the splitter. The installation of the splitter shelf will be performed by Verizon or by a Verizon - approved vendor.

In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will also perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to Connect! upon completion of the required augment.

4.7.1 Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. Connect! must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply (unless Applicable Law requires otherwise).

4.7.2 Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or CLEC's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. Connect! must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.

4.8 Connect! will have the following options for testing shared Loops:

4.8.1 In serving End Offices where a POT Bay has been employed for use the following options shall be available to Connect!.

4.8.1.1 Under Splitter Option 1, Connect! may conduct its own physical tests of the shared Loop from Connect!'s collocation area. If it chooses to do so, Connect! may supply a test head to facilitate such physical tests, provided that: (a) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate; and (b) the test head does not interrupt the voice circuit to any greater degree than a conventional Mechanized Loop Test (MLT). Specifically, the Connect!-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional Connect!-provided test head would be installed between the "line" port of the splitter and the POT Bay in order to conduct remote physical tests of the shared Loop.

4.8.1.2 Under Splitter Option 2, either Verizon or a Verizon -approved vendor selected by Connect! may install a Connect!-provided test head to enable Connect! to conduct remote physical tests of the shared Loop. This optional Connect!-provided test head may be installed at a point between the "line" port of the splitter and the Verizon -provided test head that is used by Verizon to conduct its own Loop testing. The Connect!-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the Connect!-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the Connect!-provided test head, and will direct all required activity.

4.8.1.3 Under either Splitter Option, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon -provided test head, and, upon request, will provide these test results to Connect! during normal trouble isolation procedures in accordance with reasonable procedures.

4.8.1.4 Under either Splitter Option, Verizon will make MLT access available to Connect! via RETAS after the service order has been completed. Connect! will utilize the circuit number to initiate a test. This functionality will be available on October 31, 2000.

4.8.2 In those serving End Offices where Verizon has not employed a POT Bay for use, Connect! will not be permitted to supply its own test head; Verizon will make its testing system available to Connect! through use of the on-line computer interface test system at www.gte.com/wise. This system is available 24 hours, 7 days a week.

4.8.3 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where Connect! has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and Connect! will each dispatch a technician to an agreed-upon point to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that Connect! should reasonably have been able to isolate and diagnose through one of the testing options available to Connect!

above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

4.8.4 Verizon and Connect! each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or Advanced Service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the Central Office. Connect! will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data service of the other Party, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and Connect! will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.

4.8.5 When Verizon provides Inside Wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the Inside Wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with Connect!'s Advanced Services. Verizon will not repair any CPE equipment provided by Connect!. Before a trouble ticket is issued to Verizon, Connect! shall validate whether the Customer is experiencing a trouble that arises from Connect!'s Advanced Service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.

4.8.6 In the case of a trouble reported by the Customer on its voice-grade service, if Verizon determines the reported trouble arises from Connect!'s Advanced Services equipment, splitter problems, or Connect!'s activities, Verizon will:

4.8.6.1 Notify Connect! and request that Connect! immediately test the trouble on Connect!'s Advanced Service.

4.8.6.2 If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and Connect! has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's voice grade service if Verizon determines in good faith that the cause of the voice interruption is Connect!'s data service.

4.8.6.3 Upon completion of Sections 4.8.6.1 and 4.8.6.2 above, Verizon may temporarily remove the Connect!-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is Connect!'s data service.

4.8.6.4 Upon notification from Connect! that the malfunction in Connect!'s advanced service has been cleared, Verizon will restore Connect!'s advanced service by restoring the splitter on the Customer's Loop.

4.8.6.5 Upon completion of the above steps, Connect! will be charged a Trouble Isolation Charge (TIC) to recover Verizon 's costs of isolating and temporarily removing the malfunctioning Advanced Service from the Customer's line if the cause of the voice interruption was Connect!'s data service.

4.8.6.6 Verizon shall not be liable for damages of any kind for temporary disruptions to Connect!'s data service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and Connect! shall indemnify Verizon from any claims that result from such steps.

5. Line Splitting

CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.

6. Sub-Loop

6.1 Sub-Loop. Subject to the conditions set forth in Section 1of this Attachment and upon request, Verizon shall provide Connect! with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 6 and the rates set forth in the Pricing Attachment. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide Connect! with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

6.2 Connect! may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide Connect! with access to a drop and NID that, at the time of Connect!'s request, Verizon is using to provide service to the Customer (as such term is hereinafter defined). New drops will be installed in accordance with Verizon's standard procedures. In some cases this may result in Connect! being responsible for the cost of installing the drop.

6.3 Connect! may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if Connect! is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop is located in such enclosure, from the collocation arrangement of Connect! at such enclosure. To obtain access to a Sub-Loop, Connect! shall install a COPIC on an easement or Right of Way obtained by Connect! within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC 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 a Connect! COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. Connect! 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.

6.4 Connect! may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Connect!, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

6.5 To order access to a Sub-Loop, Connect! must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a Connect! COPIC. To make such a request, Connect! must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which Connect! wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of Connect!'s demand for access to Sub-Loops at the requested FDI. Connect! must submit the application fee set forth in the Pricing Attachment (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. Connect! must submit Sub-Loop Interconnection Applications to:

Connect!'s Account Manager

6.6 Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to Connect! a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").

6.7 Connect! shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of Connect!'s receipt of such statement and the associated Sub-Loop 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 Interconnection Application shall be deemed to have been withdrawn if Connect! breaches its payment obligation under this Section 6.7. Upon Verizon 's completion of the work that Verizon must perform to provide Connect! with access to a Sub-Loop, Verizon shall bill Connect!, and Connect! shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

6.8 After Verizon has completed the installation of the interconnecting cable to a Connect! COPIC and Connect! has paid the full cost of such installation, Connect! can request the cross connection of Verizon Sub-Loops to the Connect! COPIC. At the same time, Connect! shall advise Verizon of the services that Connect! plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. Connect! shall run any crosswires within the COPIC.

6.9 If Connect! requests that Verizon reactivate an unused drop and NID, then Connect! shall provide dial tone (or its DSL equivalent) on the Connect! 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 to the Connect! dial tone or equivalent from the COPIC. If Connect! requests that Verizon install a new drop and NID, then Connect! shall provide dial tone (or its DSL equivalent) on the Connect! side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If Connect! requests that Verizon provide Connect! with access to a Sub-Loop that, at the time of Connect!'s request, Verizon is using to provide service to a Customer, then, after Connect! has looped two interconnecting pairs through the COPIC 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 COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, Connect! shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit the Connect!'s long-term number portability request.

6.10 Verizon will not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop 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.

6.11 Verizon shall provide Connect! with access to a Sub-Loop in accordance with negotiated intervals

6.12 Verizon shall repair and maintain a Sub-Loop at the request of Connect! and subject to the time and material rates set forth in the Pricing Attachment. Connect! accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) Connect! reports to Verizon a Customer trouble, (b) Connect! requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then Connect! shall pay Verizon the 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 Connect! is not available at the appointed time. If as the result of Connect! 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 Connect! by Verizon. If as the result of Connect! 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 Connect! by Verizon.

6.13 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow Connect! 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.

7. Inside Wire

7.1 House and Riser.

Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide to Connect! access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 7 and the rates set forth in the Pricing Attachment. A "House and Riser Cable" means a two-wire or four-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 network interface device ("NID") if the NID is located at such rate demarcation point). Verizon will provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for Connect!. Connect! may access a House and Riser Cable only at the MPOE for such cable. Verizon shall provide Connect! with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

Connect! must satisfy the following conditions before ordering access to a House and

Riser Cable from Verizon:

7.1.1 Connect! shall locate its compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.

7.1.2 If suitable space is available, Connect! shall install its terminal block no closer than within fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.

7.1.3 Connect!'s terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that Connect!'s terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.

7.1.4 Connect! shall identify its terminal block and equipment as a Connect! facility.

7.2 To provide Connect! with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for Connect!, (c) secure space for Connect! in any building, (d) secure access to any portion of a building for Connect! or (e) reserve space in any building for Connect!.

7.3 Connect! must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to Connect! service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to Connect!'s termination block, and Verizon shall determine how to perform such installation. Connect! shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Connect! in accordance with Connect!'s order for such services.

7.4 If a Connect! compatible connecting block or spare termination on Connect!'s connecting block is not available at the time of installation, Verizon shall bill Connect!, and Connect! shall pay to Verizon, the Not Ready Charge set forth in the Pricing Attachment and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the time and material charges set forth in the Pricing Attachment.

7.5 Verizon shall perform all installation work on Verizon equipment. All Connect! equipment connected to a House and Riser Cable shall comply with applicable industry standards.

7.6 Verizon shall repair and maintain a House and Riser Cable at the request of Connect! and subject to the time and material rates set forth in the Pricing Attachment. Connect! shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) Connect! reports to Verizon a Customer trouble, (b) Connect! requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then Connect! shall pay Verizon the 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 Connect! is not available at the appointed time. If as the result of Connect! 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 Connect!

by Verizon. If as the result of Connect! 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 Connect! by Verizon.

8. Dark Fiber

8.1 Access to unbundled Dark Fiber will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop, subloop and interoffice facilities (IOF) portions of the Company's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offering.

8.2 A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services. In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber Loops:

8.2.1 Verizon shall be required to provide a Dark Fiber Loop only where (1) one end of the Dark Fiber Loop terminates at Connect!'s collocation arrangement and (2) the other end terminates at the Customer premise. A CLEC demarcation point shall be established either in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon. Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a fiber jumper.

8.2.2 Connect! may access a Dark Fiber Loop only at a pre-existing hard termination point of such Dark Fiber Loop, and Connect! may not access a Dark Fiber Loop at any other point, including, but not limited to, a splice point. Verizon will not introduce additional splice points or open existing splice points to accommodate a CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to Connect!.

8.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).

8.2.4 Verizon shall perform all work necessary to install a cross connection or a fiber jumper, including, but not limited to, the work necessary to connect a dark fiber to a demarcation point, a fiber distribution frame or a POT bay.

8.2.5 At the Customer premise, unused fibers are not available to Connect! pursuant to this Attachment unless such fibers terminate on a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to Connect!.

8.2.6 Dark Fiber will be offered to Connect! in the condition that it is available in Verizon's network at the time that Connect! submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber for Connect!'s use.

8.2.7 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or

Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to Connect! as Dark Fiber.

8.2.8 Connect! shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.

8.2.9 Connect! may not resell Dark Fiber purchased pursuant to this Attachment to third parties.

8.2.10 In order for Verizon to continue to satisfy its carrier of last resort (COLR) obligations under Applicable Law and/or to preserve the efficiency of its network, Verizon will limit Connect! to leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

8.2.10.1 Revoke Dark Fiber leased to Connect! upon a showing of need to the Commission and twelve (12) months' advance written notice to Connect!; and

8.2.10.2 Revoke Dark Fiber leased to Connect! upon a showing to the Commission that Connect! underutilized fiber (less than OC-12) within any twelve (12) month period.

8.2.10.3 Verizon may reserve Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services or for future growth. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Connect! order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Connect!, or impair a Verizon obligation to serve as a carrier of last resort.

8.2.11 Connect! may not reserve Dark Fiber.

8.2.12 Connect! shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber accommodate the requirements of Connect!; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting Connect!'s collocation arrangements with any proper optical cross connects or other equipment that Connect! needs to access Dark Fiber before it submits an order for such access.

8.3 Dark Fiber Interoffice Facilities (IOF).

The Dark Fiber IOF UNE is defined as continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Connect! central office but, in either case, without attached multiplexing, aggregation or other electronics. Dark Fiber IOF is available between the CLEC's collocation arrangements within two Verizon Central Offices, or between the

CLEC's collocation arrangement in a Verizon Central Office and a CLEC CO/POP. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs shall govern the Dark Fiber IOF UNE.

8.4 A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of the CLEC's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether dark fiber may be available between the locations and in the quantities specified, Verizon will respond within fifteen (15) business days from receipt of the CLEC's request, indicating whether Unbundled Dark Fiber may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval.

8.5 Connect! shall order Dark Fiber IOF and Dark Fiber Loop UNEs by sending to Verizon a separate ASR for each A to Z route.

8.6 Direct access to dark fiber loops, subloops, or IOF that terminates in a Verizon premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.

9. Network Interface Device

9.1 Subject to the conditions set forth in Section 1 and at Connect!'s request, Verizon shall permit Connect! to connect a Connect! Loop to the Inside Wiring of a Customer through the use of a Verizon NID in the manner set forth in this Section 9. Verizon shall provide Connect! with access to NIDs in accordance with, but only to the extent required by, Applicable Law. Connect! may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining Connect! NID deployed by Connect! or, if an entrance module is available in the Verizon NID, by connecting a Connect! Loop to the Verizon NID. In all cases, Verizon shall perform this Cross Connection. 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 Connect! 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 Connect! access, remove, disconnect or in any other way rearrange, a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunications Service to that Customer.

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

9.5 In no case shall Connect! 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 Wire must be resolved by the person who controls use of the wire (e.g., the Customer).

When Connect! is connecting a Connect!-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Connect! does not need to submit a request to Verizon and Verizon shall not charge Connect! for access to the Verizon NID. In such instances, Connect! shall comply with the provisions Sections 9.2 through 9.7 of this Agreement

and shall access the Customer's Inside Wire in the manner set forth in Section 6 of this Agreement.

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

9.7.1 Where an adequate length of Inside Wire is not present or environmental conditions do not permit, Connect! may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire 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 Wire 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.

9.7.2 Connect! may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. Connect!, its agent, the building owner or the Customer). If Connect! accesses the Customer's Inside Wire as described in this Section 9.7.2, time and materials charges will be billed to the requesting party (i.e. Connect!, its agent, the building owner or the Customer).

10. Unbundled Switching Elements

Subject to the conditions set forth in Section 1, Verizon shall make available to Connect! the Local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services, in accordance with this Agreement. Verizon shall provide Connect! with access to the Local Switching Element and the Tandem Switching Element in accordance with, but only to the extent required by, Applicable Law.

10.1 Local Switching.

10.1.1 The unbundled Local Switching Element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports). plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

10.1.2 Verizon shall offer, as an optional chargeable feature, usage tapes.

10.1.3 Connect! may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. Connect! may submit a Bona Fide Request in accordance with Section 14.3 for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of Connect! to pay the

recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

10.2 Network Design Request (NDR).

Prior to submitting any order for unbundled Local Switching (as an UNE or in combination with other UNEs), Connect! shall complete the NDR process. As part of the NDR process, Connect! shall request standardized or customized routing of its Customer traffic in conjunction with the provision of unbundled Local Switching.

If Connect! selects customized routing, Connect! shall define the routing plan and Verizon shall implement such plan, subject to technical feasibility constraints. Time and Material Charges may apply.

10.3 Tandem Switching.

The unbundled Tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled Tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon access Tandem for the purpose of routing a call or calls.

11. Unbundled Interoffice Facilities

Subject to the conditions of Section 1, where facilities are available, at Connect!'s request, Verizon shall provide Connect! with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with, but only to the extent required by Applicable Law, at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that Connect! also purchases unbundled Local Switching capability from Verizon in accordance with Section 10 of this Attachment.

12. Signaling Networks and Call-Related Databases

12.1 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide Connect! with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases.

12.2 Connect! shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve Connect!'s Customers, at non-discriminatory rates, terms and conditions as provided in the Pricing Attachment, provided further that if the Connect! information Verizon requires to provide such call-related functionality is resident in a database, Connect! will provide Verizon with the access and authorization to query Connect!'s information in the databases within which it is stored.

12.3 Alternatively, either Party ("Purchasing Party") may secure CCS Interconnection from a commercial SS7 hub provider (third party signaling provider) to transport messages to and from the Verizon CCS network, and in that case the other Party will permit the Purchasing Party to access the same databases as would have been accessible if the Purchasing Party had connected directly to the other Party's CCS network. If a third party signaling provider is selected by Connect! to transport signaling messages, that third party provider must present a letter of agency to Verizon, prior to the testing of the interconnection, authorizing the third party to act on behalf of Connect!.

12.4 Regardless of the manner in which Connect! obtains CCS Interconnection, Connect! shall

comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.

12.5 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Local Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored as required under applicable law.

12.6 The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes.

12.7 Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will out pulse the full ten-digit telephone number of the called party to the other Party.

12.8 The Parties acknowledge that there is a network security risk associated with interconnection with the public Internet Protocol network, including, but not limited to, the risk that interconnection of Connect! signaling systems to the public Internet Protocol network may expose Connect! and Verizon signaling systems and information to interference by third parties. Connect! shall notify Verizon in writing sixty (60) days in advance of installation of any network arrangement that may expose signaling systems or information to access through the public Internet Protocol network. Connect! shall take commercially reasonable efforts to protect its signaling systems and Verizon's signaling systems from interference by unauthorized persons.

12.9 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

12.10 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

12.10.1 Telcordia Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and

12.10.2 Where applicable, Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).

12.11 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: Verizon shall charge Connect! in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. Connect! shall charge Verizon rates equal to the rates Verizon charges Connect!, unless Connect!'s Tariffs for CCS signaling provide for lower generally available rates, in which case Connect! shall charge Verizon such lower rates. Notwithstanding the foregoing, to the extent a Party uses a third party vendor for the

provision of CCS Signaling, such charges shall apply only to the third party vendor.

13. Operations Support Systems

Subject to the conditions set forth in the Additional Services Attachment, Verizon shall provide Connect! with access via electronic inter faces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. All such transactions shall be submitted by Connect! through such electronic interfaces.

14. Availability of Other UNEs on an Unbundled Basis

14.1 Any request by Connect! for access to a Verizon Network Element that is not already available and that Verizon is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, below. Connect! shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.

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 Applicable Law.

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 Applicable Law.

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 Applicable Law, 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 UNEs

If (a) Connect! reports to Verizon a Customer trouble, (b) Connect! 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 Connect! 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 Connect! is not available at the appointed time. Connect! accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Connect! 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 Connect! by Verizon. If as the result of Connect! 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 Connect! by Verizon. Verizon agrees to respond to Connect! 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 initiated Telecommunications Carrier.

16. Rates and Charges

The rates and charges for the foregoing UNEs and other services shall be as set forth in this Attachment and the Pricing Attachment.

17. Combinations

Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Connect!, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

PRICING APPENDIX TO THE UNBUNDLED NETWORK ELEMENTS ATTACHMENT

I. Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop[1]

2 Wire Analog Loop (inclusive of NID)	
Zone 1 - High	$ 16.41
Zone 2 - Medium	$ 23.33
Zone 3 - Low	$ 40.41
4 Wire Analog Loop (inclusive of NID)	
Zone 1 - High	$ 20.52
Zone 2 - Medium	$ 29.17
Zone 3 - Low	$ 50.51
2 Wire Digital Loop (inclusive of NID)	
Zone 1 - High	$ 16.41
Zone 2 - Medium	$ 23.33
Zone 3 - Low	$ 40.41
4 Wire Digital Loop (inclusive of NID)	
Zone 1 - High	$ 20.52
Zone 2 - Medium	$ 29.17
Zone 3 - Low	$ 50.51
DS-1 Loop	$ 223.23
DS-3 Loop	$1,208.03
Supplemental Features:	
ISDN-BRI Line Loop Extender	TBD
DS1 Clear Channel Capability	$16.00

Subloop

2-Wire Feeder	$ 10.26
2-Wire Distribution	$ 19.05
4-Wire Feeder	$ 21.70
4-Wire Distribution	$ 40.29
2-Wire Drop	$ 3.81
4-Wire Drop	$ 8.06
Inside Wire	BFR

Network Interface Device (leased separately)

Basic NID:	$ .90
Complex (12 x) NID	$ 2.10

Switching

Port	
Basic Analog Line Side Port	$ 3.22
Coin Line Side Port	$ 11.53

[1] In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on http://www.gte.com/wise for former GTE service areas and http://www.bell-atl.com/wholesale/html/resources.htm for former Bell Atlantic service areas.

ISDN BRI Digital Line Side Port	$ 13.50
DS-1 Digital Trunk Side Port	$ 70.62
ISDN PRI Digital Trunk Side Port	$ 224.38
Vertical Features	See Attached List
Usage Charges (must purchase Port)	
Local Central Office Switching (Overall Average MOU)	$0.0026691
Common Shared Transport	
Transport Facility (Average MOU/ALM)	$0.0000007
Transport Termination (Average MOU/Term)	$0.0001010
Tandem Switching (Average MOU)	$0.0017479
Terminating to Originating Ratio	1.00
Assumed Minutes	TBD
Operator and Directory Assistance Services (OS/DA)	
National DA	$0.5500000
DA	$0.4500000
Mechanized Operator Calling Card	$0.0890000
Live Operator	$0.4490000
Originating Line Number Screening	$0.0180000
Call Detail Record	$0.0200000
Busy Line Verify	$0.9900000
Busy Line Interrupt	$1.0500000

Dedicated Transport Facilities

CLEC Dedicated Transport	
CDT 2 Wire	$ 23.00
CDT 4 Wire	$ 33.00
CDT DS1	$ 250.00
CDT DS3 Optical Interface	$ 937.50
CDT DS3 Electrical Interface	$1,250.00
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	$ .02
IDT DS0 Transport Termination	$ 12.49
IDT DS1 Transport Facility per ALM	$ .39
IDT DS1 Transport Termination	$ 25.78
IDT DS3 Transport Facility per ALM	$ 4.44
IDT DS3 Transport Termination	$ 133.29
Multiplexing	
DS1 to Voice Multiplexing	$ 187.86
DS3 to DS1 Multiplexing	$ 516.10
DS1 Clear Channel Capability	$ 16.00

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Subloops	
Dark Fiber Loop	$ 67.13
Dark Fiber Subloop - Feeder	$ 53.17
Dark Fiber Subloop - Distribution	$ 13.96

Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT -Facility	$	24.80
Dark Fiber IDT -Termination	$	6.34
Packet Switching		**BFR**
Call Related Database		**BFR**
Service Management System		**BFR**
OSS		**BFR**

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:
UNE 2-wire Analog loop; and
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:
UNE 2-wire Digital loop; and
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:
UNE DS1 loop; and
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:
UNE DS1 loop; and
UNE DS1 Digital Trunk Side port

NRCs. On an interim basis, until NRCs specific to UNE-P have been established, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. Verizon reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

Operator Services and Directory Assistance Services (OS/DA). If Connect! does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate

pending Connect!'s completion of a separate OS/DA agreement.

FLORIDA UNBUNDLED VERTICAL FEATURES

VERTICAL FEATURES		(Subject to Availability)
Three Way Calling	$/Feature/Month	$1.35
Call Forwarding Variable	$/Feature/Month	$0.24
Cust. Changeable Speed Calling 1-Digit	$/Feature/Month	$0.19
Cust. Changeable Speed Calling 2-Digit	$/Feature/Month	$0.33
Call Waiting	$/Feature/Month	$0.09
Cancel Call Waiting	$/Feature/Month	$0.07
Automatic Callback	$/Feature/Month	$0.27
Automatic Recall	$/Feature/Month	$0.14
Calling Number Delivery	$/Feature/Month	$0.27
Calling Number Delivery Blocking	$/Feature/Month	$0.24
Distinctive Ringing / Call Waiting	$/Feature/Month	$0.34
Customer Originated Trace	$/Feature/Month	$0.13
Selective Call Rejection	$/Feature/Month	$0.37
Selective Call Forwarding	$/Feature/Month	$0.33
Selective Call Acceptance	$/Feature/Month	$0.40
Call Forwarding Variable CTX	$/Feature/Month	$0.17
Call Forwarding Incoming Only	$/Feature/Month	$0.16
Call Forwarding Within Group Only	$/Feature/Month	$0.12
Call Forwarding Busy Line	$/Feature/Month	$0.16
Call Forwarding Don't Answer All Calls	$/Feature/Month	$0.16
Remote Call Forward	$/Feature/Month	$2.53
Call Waiting Originating	$/Feature/Month	$0.12
Call Waiting Terminating	$/Feature/Month	$0.05
Cancel Call Waiting CTX	$/Feature/Month	$0.01
Three Way Calling CTX	$/Feature/Month	$0.45
Call Transfer Individual All Calls	$/Feature/Month	$0.17
Add-on Consultation Hold Incoming Only	$/Feature/Month	$0.15
Speed Calling Individual 1-Digit	$/Feature/Month	$0.08
Speed Calling Individual 2-Digit	$/Feature/Month	$0.15
Direct Connect	$/Feature/Month	$0.05
Distinctive Alerting / Call Waiting Indicator	$/Feature/Month	$0.06
Call Hold	$/Feature/Month	$0.20
Semi-Restricted (Orig/Term)	$/Feature/Month	$1.07
Fully-Restricted (Orig/Term)	$/Feature/Month	$1.07
Toll Restricted Service	$/Feature/Month	$0.16
Call Pick-up	$/Feature/Month	$0.05
Directed Call Pick-up w/Barge-In	$/Feature/Month	$0.04
Directed Call Pick-up w/o Barge-In	$/Feature/Month	$0.07
Special Intercept Announcements	$/Feature/Month	$7.91
Conference Calling - 6-Way Station Cont.	$/Feature/Month	$1.58
Station Message Detail Recording	$/Feature/Month	$1.33
Station Message Detail Recording to Premises	$/Feature/Month	$3.27
Fixed Night Service - Key	$/Feature/Month	$2.71
Attendant Camp-on (Non-DI Console)	$/Feature/Month	$0.34
Attendant Busy Line Verification	$/Feature/Month	$13.47
Control of Facilities	$/Feature/Month	$0.05
Fixed Night Service - Call Forwarding	$/Feature/Month	$1.94
Attendant Conference	$/Feature/Month	$42.92
Circular Hunting	$/Feature/Month	$0.08

VERTICAL FEATURES		(Subject to Availability)
Preferential Multiline Hunting	$/Feature/Month	$0.02
Uniform Call Distribution	$/Feature/Month	$0.73
Stop Hunt Key	$/Feature/Month	$4.14
Make Busy Key	$/Feature/Month	$4.14
Queuing	$/Feature/Month	$12.27
Automatic Route Selection	$/Feature/Month	$2.25
Facility Restriction Level	$/Feature/Month	$0.17
Expansive Route Warning Tone	$/Feature/Month	$0.02
Time-of-Day Routing Control	$/Feature/Month	$6.48
Foreign Exchange Facilities	$/Feature/Month	$4.05
Anonymous Call Rejection	$/Feature/Month	$3.67
Basic Business Group Sta-Sta ICM	$/Feature/Month	$0.31
Basic Business Group CTX	$/Feature/Month	$0.16
Basic Business Group DOD	$/Feature/Month	$0.01
Basic Business Auto ID Outward Dialing	$/Feature/Month	$0.00
Basic Business Group DID	$/Feature/Month	$0.00
Business Set Group Intercom All Calls	$/Feature/Month	$3.54
Dial Call Waiting	$/Feature/Month	$0.07
Loudspeaker Paging	$/Feature/Month	$4.04
Recorded Telephone Dictation	$/Feature/Month	$4.29
On-Hook Queuing for Outgoing Trunks	$/Feature/Month	$0.17
Off-Hook Queuing for Outgoing Trunks	$/Feature/Month	$0.02
Teen Service	$/Feature/Month	$0.07
Bg - Automatic Call Back	$/Feature/Month	$0.11
Voice/Data Protection	$/Feature/Month	$0.01
Authorization Codes for Afr	$/Feature/Month	$0.05
Account Codes for Afr	$/Feature/Month	$0.18
Code Restriction Diversion	$/Feature/Month	$0.17
Code Calling	$/Feature/Month	$5.92
Meet-Me Conference	$/Feature/Month	$2.43
Call Park	$/Feature/Month	$0.08
Executive Busy Override	$/Feature/Month	$0.06
Last Number Redial	$/Feature/Month	$0.10
Direct Inward System Access	$/Feature/Month	$0.09
Authorization Code Immediate Dialing	$/Feature/Month	$0.00
Bg - Speed Calling Shared	$/Feature/Month	$0.01
Attendant Recall from Satellite	$/Feature/Month	$1.04
Bg - Speed Calling 2-Shared	$/Feature/Month	$0.01
Business Set - Call Pick-up	$/Feature/Month	$0.04
Authorization Code for Mdr	$/Feature/Month	$0.00
Locked Loop Operation	$/Feature/Month	$0.00
Attendant Position Busy	$/Feature/Month	$3.02
Two-Way Splitting	$/Feature/Month	$4.01
Call Forwarding - All (Fixed)	$/Feature/Month	$0.26
Business Group Call Waiting	$/Feature/Month	$0.00
Music on Hold	$/Feature/Month	$0.73
Automatic Alternate Routing	$/Feature/Month	$0.27
DTMF Dialing	$/Feature/Month	$0.00
BG DTMF Dialing	$/Feature/Month	$0.00
Business Set Access to Paging	$/Feature/Month	$1.64
Call Flip-Flop (Ctx-A)	$/Feature/Month	$0.25

VERTICAL FEATURES		(Subject to Availability)
Selective Calling Waiting (Class)	$/Feature/Month	$0.35
Direct Inward Dialing	$/Feature/Month	$6.73
Customer Dialed Account Recording	$/Feature/Month	$0.55
Deluxe Automatic Route Selection	$/Feature/Month	$25.80
MDC Attendant Console	$/Feature/Month	$8.40
Warm Line	$/Feature/Month	$0.02
Calling Name Delivery	$/Feature/Month	$0.05
Call Forwarding Enhancements	$/Feature/Month	$0.00
Caller ID Name and Number	$/Feature/Month	$0.21
InContact	$/Feature/Month	$3.79
Call Waiting ID	$/Feature/Month	$0.04
Att'd ID on Incoming Calls	$/Feature/Month	$0.89
Privacy Release	$/Feature/Month	$0.25
Display Calling Number	$/Feature/Month	$0.12
Six-Port Conference	$/Feature/Month	$28.76
Business Set Call Back Queuing	$/Feature/Month	$0.01
ISDN Code Calling - Answer	$/Feature/Month	$0.20
Att'd Call Park	$/Feature/Month	$0.33
Att'd Autodial	$/Feature/Month	$0.10
Att'd Speed Calling	$/Feature/Month	$0.56
Att'd Console Test	$/Feature/Month	$0.07
Att'd Delayed Operation	$/Feature/Month	$0.00
Att'd Lockout	$/Feature/Month	$0.00
Att'd Multiple Listed Directory Numbers	$/Feature/Month	$0.00
Att'd Secrecy	$/Feature/Month	$0.51
Att'd Wildcard Key	$/Feature/Month	$0.21
Att'd Flexible Console Alerting	$/Feature/Month	$0.00
Att'd VFG Trunk Group Busy on Att'd Console	$/Feature/Month	$0.11
Att'd Console Act/Deact of CFU/CFT	$/Feature/Month	$0.17
Att'd Display of Queued Calls	$/Feature/Month	$0.02
Att'd Interposition Transfer	$/Feature/Month	$0.14
Att'd Automatic Recall	$/Feature/Month	$0.43

NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi-Mech.	Provisioning Initial Unit	Provisioning Addt'l Unit
UNBUNDLED LOOP				
Exchange - Basic - Initial	$ 38.75	$ 27.60	$ 42.17	$ 38.81
Exchange - Basic - Subsequent	$ 17.44	$ 12.55	$ 14.49	$ 13.53
Exchange - Complex Nondigital - Initial	$ 40.56	$ 25.03	$107.58	$ 26.61
Exchange - Complex Nondigital - Subsequent	$ 18.87	$ 13.98	$ 14.49	$ 13.53
Exchange - Complex Digital - Initial	$ 40.56	$ 25.03	$ 96.76	$ 26.53
Exchange - Complex Digital - Subsequent	$ 18.87	$ 13.98	$ 14.49	$ 13.53
Advanced - Basic - Initial	$ 36.18	$ 25.03	$573.73	$202.79
Advanced - Complex - Initial	$ 40.56	$ 25.03	$569.13	$303.39
UNBUNDLED PORT				
Exchange - Basic - Initial	$ 33.04	$ 21.89	$ 31.29	$ 29.38
Exchange - Basic - Subsequent (Port Feature)	$ 19.78	$ 14.89	$ 1.14	$ 1.14
Exchange - Basic - Subsequent (CO Interconnection)	$ 19.78	$ 14.89	$ 14.49	$ 13.53
Exchange - Complex Nondigital - Initial	$ 43.54	$ 28.01	$ 75.32	$ 38.01
Exchange - Complex Nondigital - Subsequent (Port Feature)	$ 25.90	$ 21.01	$ 6.23	$ 6.23
Exchange - Complex Nondigital – Subsequent (Switch Feature Group)	$ 30.28	$ 21.01	$ 23.06	$ -
Exchange - Complex Nondigital – Subsequent (CO Interconnection)	$ 25.90	$ 21.01	$ 14.49	$ 13.53
Exchange - Complex Digital - Initial	$ 43.54	$ 28.01	$129.72	$ 32.97
Exchange - Complex Digital - Subsequent (Port Feature)	$ 25.90	$ 21.01	$ 5.45	$ 5.45
Exchange - Complex Digital – Subsequent (Switch Feature Group)	$ 30.28	$ 21.01	$ 23.06	$ -
Exchange - Complex Digital - Subsequent (CO Interconnection)	$ 25.90	$ 21.01	$ 14.49	$ 13.53
Advanced - Basic - Initial	TBD	TBD	TBD	TBD
Advanced - Complex - Initial	TBD	TBD	TBD	TBD
Advanced - Basic - Subsequent	TBD	TBD	TBD	TBD
Advanced - Complex - Subsequent	TBD	TBD	TBD	TBD
UNBUNDLED NID				
Exchange - Basic	$ 27.06	$ 18.83	$ 33.99	N/A
SUBLOOP				
Exchange - MDF Interconnection - Initial	$ 36.32	$ 26.88	$ 48.65	$ 34.50
Exchange - MDF Interconnection - Subsequent	$ 15.01	$ 11.83	$ 14.18	$ 13.22
Exchange - FDI Feeder Interconnection - Initial	$ 36.32	$ 26.88	$ 46.20	$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	$ 15.01	$ 11.83	$ 16.99	$ 7.22
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	$249.82	$249.82	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	$ 63.85	$ 63.85	$153.14	$110.28
Advanced - Unbundled Loop - Initial	$ 63.85	$ 63.85	$148.37	$106.54
Advanced - Subloop Feeder - Initial	$ 63.85	$ 63.85	$148.37	$106.54
Advanced - Subloop Distribution - Initial	$ 63.85	$ 63.85	$151.78	$102.80
ENHANCED EXTENDED LINK				
Advanced - Basic - Initial	$ 88.39	$ 56.13	$397.31	N/A
Advanced - Basic - Subsequent	$ 38.02	$ 21.89	$ 49.53	N/A
DS0 - Initial	$ 88.39	$ 56.13	$482.99	N/A
DS0 - Subsequent	$ 38.02	$ 21.89	$ --	N/A
DS1/DS3 - Initial	$ 97.94	$ 65.68	$384.08	N/A
DS1/DS3 - Subsequent	$ 38.02	$ 21.89	$ 9.90	N/A
LOOP CONDITIONING[2] (No charge for loops 12,000 feet or less)				
Loop Conditioning - Bridged Tap	N/A	N/A	$318.71	$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	$249.91	$ -
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	$568.62	$ 34.88
Loop Conditioning - Feeder - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD
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
UNE PLATFORM				
Exchange - Basic - Initial	$ 31.57	$ 22.13	$ 28.23	$ 26.58
Exchange - Basic - Subsequent	$ 16.44	$ 13.26	$ 1.08	$ 1.08
Exchange - Basic - Changeover	$ 19.93	$ 15.54	$ 0.90	$ 0.90
Exchange - Complex Nondigital - Initial	$ 41.35	$ 27.53	$162.41	$ 31.70
Exchange - Complex Nondigital - Subsequent (Port Feature)	$ 16.44	$ 13.26	$ 5.89	$ 5.89
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	$ 20.82	$ 13.26	$ 22.73	$ 22.73
Exchange - Complex Nondigital - Changeover (As Is)	$ 22.35	$ 17.96	$ 3.61	$ 3.61
Exchange - Complex Nondigital - Changeover (As Specified)	$ 30.08	$ 21.31	$ 20.97	$ 3.61
Exchange - Complex Digital - Initial	$ 41.35	$ 27.53	$205.75	$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	$ 16.44	$ 13.26	$ 5.15	$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	$ 20.82	$ 13.26	$ 22.73	$ 22.73

[2] These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement

Exchange - Complex Digital - Changeover (As Is)	$ 22.35	$ 17.96	$ 4.18	$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	$ 30.08	$ 21.31	$ 80.98	$ 4.18
Advanced - Complex - Initial	$ 48.35	$ 34.53	$681.24	$303.66
Advanced - Complex - Subsequent	$ 20.82	$ 13.26	$ 65.81	$ 48.47
Advanced - Complex - Changeover (As Is)	$ 24.06	$ 19.67	$ 51.51	$ 34.17
Advanced - Complex - Changeover (As Specified)	$ 37.08	$ 28.31	$ 82.31	$ 64.97
DEDICATED TRANSPORT				
Advanced - Basic - Initial	$ 95.49	$ 63.01	$428.58	N/A
Advanced - Basic - Subsequent	$ 45.12	$ 28.77	$ 58.20	N/A
Advanced - Complex - Initial	$105.04	$ 72.56	$584.49	N/A
Advanced - Complex - Subsequent	$ 45.12	$ 28.77	$ 86.80	N/A
SIGNALING SYSTEM 7 (SS7)				
Facilities and Trunks - Initial	$237.67	$205.19	$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	$ 71.58	$ 55.23	$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	$ 71.58	$ 55.23	$ 67.28	N/A
Trunks Only - Initial	$126.13	$ 93.65	$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	$ 49.46	$ 33.11	$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	$ 49.46	$ 33.11	$ 67.28	N/A
STP Ports (SS7 Links)	$237.67	$205.19	$438.81	N/A
Entrance Facility/Dedicated Transport DS0 - Initial	$ 95.49	$ 63.01	$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	$ 45.12	$ 28.77	$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	$105.04	$ 72.56	$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	$ 45.12	$ 28.77	$ 86.80	N/A
COORDINATED CONVERSIONS				
Exchange - Standard Interval - Per Qtr. Hour	$ 30.72	$ 30.50	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	$ 26.97	$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Qtr. Hour	$ 22.92	$ 22.69	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	$ 21.12	$ 20.89	N/A	N/A
HOT-CUT COORDINATED CONVERSIONS (Only available for 2-wire analog loops)				
Exchange - Standard Interval - Per Hour	$108.80	$108.57	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	$ 26.97	$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Hour	$ 83.43	$ 83.20	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	$ 21.12	$ 20.89	N/A	N/A
CUSTOMIZED ROUTING	BFR	BFR	BFR	BFR
EXPEDITES				
Exchange Products	$ 3.36	$ 3.36	N/A	N/A
Advanced Products	$ 25.80	$ 25.80	N/A	N/A

OTHER				
Customer Record Search (per account)	$ 4.21	$ -	N/A	N/A
CLEC Account Establishment (per CLEC)	$166.32	$166.32	N/A	N/A
LINE SHARING - CLEC OWNED SPLITTER				
CLEC Splitter Connection - Initial	$ 32.19	$ 22.52	$ 53.04	$ 47.29
CLEC Splitter Connection - Subsequent	$ 13.24	$ 9.83	$ 14.49	$ 13.53
PACKET SWITCHING	TBD	TBD	TBD	TBD
CALL RELATED DATABASE	TBD	TBD	TBD	TBD
SERVICE MANAGEMENT SYSTEM	TBD	TBD	TBD	TBD
OSS	TBD	TBD	TBD	TBD

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Connect! orders any service from this Agreement.

Customer Record Search applies when Connect! 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 Subloop Distribution, Standard Subloop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Subloop Distribution, Non-load Subloop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Subloop 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 UNE-P and 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.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Connect! requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Connect! requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Connect! 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.