

Matilda Sanders

From: terry.scobie@verizon.com  
 Sent: Friday, March 17, 2006 9:36 AM  
 To: Filings@psc.state.fl.us  
 Cc: leigh.a.hyer@verizon.com; Kimberly Caswell; David Christian; demetria.c.watts@verizon.com  
 Subject: Docket No. 040156-TP - Verizon Florida TRO Amendments - Email 3 of 4

Attachments: Xspedius FL\_TRRO\_ArbAmend\_3-11-06.pdf; DayStar FL\_TRRO\_ArbAmend\_3-11-06.pdf; XOCS FL\_TRRO\_ArbAmend\_3-11-06.pdf



Xspedius



DayStar



XOCS

\_RO\_ArbAmend\_RO\_ArbAmend\_3\_ArbAmend\_3-1

The attached filings are submitted in Docket No. 040156-TP on behalf of Verizon Florida Inc. by

Leigh A. Hyer  
 P. O. Box 110, FLTC0717  
 Tampa, Florida 33601  
 (813) 483-1256  
 leigh.a.hyer@verizon.com

The attached .pdf documents each contain 31 pages - transmittal letter (1 page), certificate of service (1 page), TRO Amendment (29 pages).

(See attached file: Xspedius FL\_TRRO\_ArbAmend\_3-11-06.pdf) (See attached file: DayStar FL\_TRRO\_ArbAmend\_3-11-06.pdf) (See attached file: XOCS FL\_TRRO\_ArbAmend\_3-11-06.pdf)

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 Verizon Legal Department  
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 terry.scobie@verizon.com

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*Xspedius*  
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*DayStar*      *XOCS*  
 DOCUMENT NUMBER-DATE      DOCUMENT NUMBER-DATE  
 02361 MAR 17 06      02362 MAR 17 06  
 FPSC-COMMISSION CLERK      FPSC-COMMISSION CLERK



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March 17, 2006 – **VIA ELECTRONIC MAIL**

Ms. Blanca S. Bayo, Director  
Division of the Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Docket No. 040156-TP  
Petition for Arbitration of Amendment to Interconnection Agreements With  
Certain Competitive Local Exchange Carriers and Commercial Mobile Radio  
Service Providers in Florida by Verizon Florida Inc.

Dear Ms. Bayo:

Pursuant to the Commission's rulings in the above matter, enclosed for filing is Amendment No. 2 to the Interconnection Agreement between Verizon Florida Inc. and Xspedius Management Co. of Jacksonville L.L.C and Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications. Service has been made as indicated on the Certificate of Service. If there are any questions concerning this filing, please contact me at 813-483-1256.

Sincerely,

/s Leigh A. Hyer

Leigh A. Hyer

LAH:tas

Enclosures

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that copies of the foregoing were sent via U.S. mail on  
March 17, 2006 to:

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

Xspedius Communications  
14405 Laurel Place, Suite 200  
Laurel, MD 20707-6102

/s Leigh A. Hyer

**AMENDMENT NO. 2**

to the

**INTERCONNECTION AGREEMENT**

between

**VERIZON FLORIDA INC.,  
f/k/a GTE FLORIDA INCORPORATED**

and

**XSPEDIUS MANAGEMENT CO. SWITCHED SERVICES L.L.C. AND XSPEDIUS MANAGEMENT  
CO. OF JACKSONVILLE L.L.C. D/B/A XSPEDIUS COMMUNICATIONS**

This Amendment No. 2 (the "Amendment") is made by and between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), a Florida corporation with offices at 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602, and Xspedius Management Co. Switched Services L.L.C. and Xspedius Management Co. of Jacksonville L.L.C. d/b/a Xspedius Communications, a limited liability company with offices at 5555 Winghaven Blvd., Suite 300, O'Fallon, MO 63368-3626 ("Xspedius"), and, except as otherwise expressly provided herein with respect to particular provisions hereof, shall be deemed effective on March 11, 2006 (the "Amendment Effective Date"). Verizon and Xspedius are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of Florida (the "State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated July 13, 1999 (the "Adoption Letter"), Xspedius adopted in the State of Florida, the interconnection agreement between AT&T Communications of the Southern States Inc. and Verizon (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and

**WHEREAS**, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

**WHEREAS**, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"), which became effective as of June 15, 2004; and

**WHEREAS**, on August 20, 2004, the FCC released an Order in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order"), which became effective as of September 13, 2004; and

**WHEREAS**, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth additional rules, which became effective March 11, 2005; and

**WHEREAS**, on September 22, 2005, Staff for the Florida Public Service Commission ("Commission") issued its recommendations (the "Initial Staff Recommendations") in Docket No.

040156-TP regarding the amendment of certain interconnection agreements with respect to the TRO and TRRO; and

**WHEREAS**, on November 1, 2005, the Commissioners assigned to Docket No. 040156-TP approved the Initial Staff Recommendations; and

**WHEREAS**, on December 5, 2005, the Commission in Docket No. 040156-TP issued Order No. PSC-05-1200-FOF-TP (the "Initial Arbitration Order") requiring that certain interconnection agreements be amended in accordance with the decisions set forth therein; and

**WHEREAS**, on January 12, 2006, the Staff for the Commission issued its recommendations (the "Staff Recommendations on Reconsideration and/or Clarification") in Docket No. 040156-TP with respect to the Motions for Reconsideration and/or Clarification filed by the Parties in response to the Initial Arbitration Order; and

**WHEREAS**, on January 24, 2006, the Commissioners assigned to Docket No. 040156-TP approved the Staff Recommendations on Reconsideration and/or Clarification; and

**WHEREAS**, on February 3, 2006, the Commission in Docket No. 040156-TP issued Order No. PSC-06-0078-FOF-TP, which denied motions for reconsideration and granting clarification of certain portions of Order No. PSC-06-1200-FOF-TP ("the Reconsideration Order"); and

**WHEREAS**, on February 23, 2006, the Staff for the Commission issued its recommendations for resolving further disputes regarding amendment language to implement the Commission's arbitration rulings, and Staff attached to such recommendations a recommended amendment); and

**WHEREAS**, on March 7, 2006, the Commission in Docket No. 040156-TP approved, with certain modifications, Staff's February 23, 2006 recommendations and proposed amendment (the Reconsideration Order and the Initial Arbitration Order as clarified by the Reconsideration, together with the Commission's March 7, 2006 rulings, may hereinafter be referred to collectively as the "Arbitration Orders"; and

**WHEREAS**, in light of the foregoing developments, the Parties, pursuant to Sections 252(a) and (b) of the Communications Act of 1934, as amended, (the "Act"), wish to amend the Agreement in order to comply with the applicable rulings set forth in the Arbitration Orders and to give contractual effect to the provisions set forth herein;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. The Agreement is amended to include the following provisions all of which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement or a Verizon tariff.
2. General Conditions.
  - 2.1 Except as permitted by the Amended Agreement or the Federal Unbundling Rules, Verizon shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service Xspedius seeks to offer.
  - 2.2 [Intentionally Left Blank]
  - 2.3 Restrictions on Xspedius's Use of UNEs. Xspedius may not access a UNE for the exclusive provision of Mobile Wireless Services or Interexchange Services.

2.4 Discontinued Facilities. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff, but subject to the transition requirements associated with the TRRO as set forth in Sections 3.4, 3.5, 3.6 and 3.7 below, Verizon may, to the extent that it has not already done so pursuant to a pre-existing or independent right it may have under the Agreement, without further notice, guidelines or conditions, cease offering or providing access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise.

2.4.1 Where Verizon is permitted to cease providing a Discontinued Facility pursuant to Section 2.4 above and Xspedius has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so prior to execution of this Amendment and in its sole discretion, may elect to: (a) convert the subject Discontinued Facility to an arrangement available under a Verizon access tariff (i.e., month-to-month rate provided under an applicable access tariff, unless Xspedius is then subscribed to an applicable special access term/volume plan or other special access tariff arrangement, pursuant to which Xspedius would be entitled to a different rate), or other alternative wholesale arrangement that Verizon shall identify or has identified in writing to Xspedius, or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access tariff (i.e., month-to-month rate provided under an applicable access tariff, unless Xspedius is then subscribed to an applicable special access term/volume plan or other special access tariff arrangement, pursuant to which Xspedius would be entitled to a different rate), or another alternative wholesale service arrangement that Verizon shall identify or has identified in writing to Xspedius.

2.4.2 With respect to facilities that are Discontinued Facilities by operation of the TRO, the rates, terms, and conditions of any arrangements described in Section 2.4.1 above shall apply and be binding upon Xspedius as of the Amendment Effective Date, except to the extent that an earlier effective date applies under any provision of the Amended Agreement (including, but not limited to, Sections 2.5 and 3 below), a Verizon tariff, or a separate commercial agreement between the Parties.

2.5 Pre-Existing Discontinuance Rights.

2.5.1 Verizon's rights as to discontinuance of Discontinued Facilities pursuant to this Amendment are in addition to, and not in limitation of, any rights Verizon may have under the Agreement as to discontinuance of Discontinued Facilities, and nothing contained herein shall be construed to prohibit, limit, or delay Verizon's past or future exercise of any pre-existing right it may have under the Agreement to cease providing unbundled access to elements and facilities that are or become Discontinued Facilities.

2.5.2 Without limiting Section 2.5.1 above, this Amendment itself is not intended to implement future changes in law regarding unbundling obligations (whether new affirmative unbundling obligations or cessation of existing unbundling obligations); provided, however, that, for the avoidance of any doubt, this Section 2.5.2 shall not be construed to limit Verizon's rights with respect to:

(a) discontinuance of UNEs at wire centers (or on routes) that in the future become non-impaired based on the FCC's criteria referenced in Sections 3.4 and 3.5 below; (b) discontinuance of any loops or transport that in the future exceed the caps set forth in Sections 3.4 and 3.5 below; (c) Verizon's rejection of a Xspedius order for a TRRO Certification Element without first seeking dispute resolution under Section 3.6.2.3 below; (d) repricing or disconnection of Discontinued Facilities at the end of the TRRO transition periods as provided for in Section 3.9 below; (e) discontinuance of High Capacity EELs that are determined in the future to be non-compliant under Section 3.11.2.2 or 3.11.2.9 below.

2.6 Limitation With Respect to Replacement Arrangements. Certain provisions of this Amendment refer to Verizon's provision of a facility, service, or arrangement to replace Discontinued Facilities. Any reference in this Amendment to Verizon's provision of a facility, service, or arrangement that Verizon is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed as the consent of, or an admission by, either Party that the rates, terms or conditions upon which Verizon shall provide such facilities, services, or arrangements are subject to any requirement of 47 U.S.C. § 252 (including but not limited to, arbitration under 47 U.S.C. § 252(b)) .

3. Verizon's Provision of Certain Network Elements and Related Services.

3.1 FTTH and FTTC Loops.

3.1.1 New Builds. Notwithstanding any other provision of the Amended Agreement, or any Verizon tariff Verizon is not required to provide access to a FTTH or FTTC Loop, or any segment thereof, on an unbundled basis when Verizon deploys such a Loop to the customer premises of an end user that has not been served by any loop facility.

3.1.2 Overbuilds. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon tariff, Verizon is not required to provide access to an FTTH or FTTC Loop on an unbundled basis when Verizon has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that, in accordance with the Federal Unbundling Rules: (a) Verizon must maintain the existing copper loop connected to the particular customer premises after deploying the FTTH or FTTC Loop and provide Nondiscriminatory Access to that copper loop on an unbundled basis unless Verizon retires the copper loop pursuant to paragraph 47 C.F.R. § 51.319(a)(3)(iv); (b) if Verizon maintains the existing copper loops pursuant to 47 C.F.R. § 51.319(a)(3)(iii)(A), it need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case Verizon shall restore the copper loop to serviceable condition upon request; and (c) if Verizon retires the copper loop pursuant to 47 C.F.R. § 51.319(a)(3)(iv), it shall provide Nondiscriminatory Access to a 64 kilobits per second TDM transmission path (or an equivalent transmission path using other technologies) capable of voice grade service over the FTTH or FTTC Loop (a "Voice Grade Transmission Path") on an unbundled basis. The rates for a Voice Grade Transmission Path under (c) above shall be the same rates applicable under the Amended Agreement to a DS0 loop to the same customer premises were such a loop available, unless and until such time as different rates for a Voice Grade Transmission Path are established in which case such different rates shall apply.

3.1.2.1 In retiring a copper Loop or subloop, Verizon shall comply with any effective and lawful requirements that apply to that copper loop or subloop under 47 C.F.R. § 51.319(a)(3)(iv) (including, for the avoidance of any doubt, but not limited to, 47 C.F.R. § 51.319(a)(3)(iv)(B)), including but not limited to the network disclosure requirements set forth in Section 251(c)(5) of the Act and 47 C.F.R. §§ 51.325-51.335.

3.2 Hybrid Loops.

3.2.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of the Amended Agreement or any Verizon tariff, Verizon is not required to provide unbundled access to the packet switched features, functions and capabilities of its Hybrid Loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability.

3.2.2 Broadband Services. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above or any Verizon tariff, when Xspedius seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with the Federal Unbundling Rules, Verizon shall provide Xspedius with Nondiscriminatory Access under the Amended Agreement to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist, which, for the avoidance of any doubt, does not include instances in which Verizon is not required to provide a DS1 Loop under Section 3.4.1 below or is not required to provide a DS3 Loop under Section 3.4.2 below) on an unbundled basis to establish a complete transmission path between the Verizon central office serving an end user and the end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.2.3 Narrowband Services. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon tariff, when Xspedius seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then in accordance with the Federal Unbundling Rules, Verizon shall, in its sole discretion, either (a) provide nondiscriminatory access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access under the Amended Agreement, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent)



in the end user's serving wire center and the end user's customer premises, using existing time division multiplexing technology.

3.2.4 IDLC Hybrid Loops. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above or any Verizon tariff, if Xspedius requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall, in accordance with the Federal Unbundling Rules, provide Xspedius unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.

3.2.4.1 Verizon will endeavor to provide Xspedius with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"), where either is available. Standard recurring and non-recurring Loop charges will apply.

3.2.4.2 If neither a copper Loop nor a Loop served by UDLC is available, then Verizon must present to Xspedius a technically feasible alternative method of unbundled access, such as any technically feasible option identified in note 855 of the TRO; provided, however, that such method shall not be restricted to new construction of copper loop facilities and UDLC systems.

3.2.4.3 Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.2.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere unless and until such time as the Commission, in Docket No. 000121C-TP, adopts standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of such Loops, at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.

### 3.3 Sub-Loop.

3.3.1 Sub-Loop for Access to Multiunit Premises. All provisions in the Agreement governing Xspedius access to Inside Wire, House and Riser or House and Riser Cable are hereby deleted and replaced with this Section 3.3.1, which shall supersede any other provision in the Agreement. Subject to and without limiting Section 2 above, upon request by Xspedius, Verizon shall provide to Xspedius nondiscriminatory unbundled Access to the Sub-Loop for Multiunit Premises Access, regardless of the capacity level or type of loop that Xspedius seeks to provision for its customer, in accordance with, 47 C.F.R. § 51.319(b).

3.3.1.1. Inside Wire Sub-Loop. In accordance with 47 C.F.R. § 51.319(b), upon request by Xspedius, Verizon shall provide to Xspedius access to a House and Riser Cable owned or controlled by Verizon pursuant to this Section 3.3.1.1 at the rates and charges provided for in the Amended Agreement. Verizon shall not reserve a House and Riser Cable for Xspedius. Xspedius may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. It is not technically feasible to access inside wire sub-loop if a technician must access the facility by removing a splice case to reach the wiring within the cable.

3.3.1.1.1 Xspedius must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

3.3.1.1.1.1 Xspedius shall locate its facilities within cross connect distance of the point of interconnection on such cable. Facilities are within cross connect distance of a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection.

3.3.1.1.1.2 If suitable space is available, Xspedius shall install its facilities no closer than fourteen (14) inches of the point of interconnection for such cable, unless otherwise agreed by the Parties.

3.3.1.1.1.3 Xspedius's facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that Xspedius's facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.

3.3.1.1.1.4 Xspedius shall identify its facilities as those of Xspedius by means of permanently-affixed externally-visible signage or markings.

3.3.1.1.1.5 To provide Xspedius 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 Xspedius, (c) secure space for Xspedius in any building, (d) secure access to any portion of a building for Xspedius or (e) reserve space in any building for Xspedius.

3.3.1.1.1.6 Verizon shall perform cutover of a Customer to Xspedius 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 Xspedius's facilities, and Verizon shall determine how to perform such installation. Xspedius shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Xspedius in accordance with Xspedius's order for such services.

3.3.1.1.2 If proper Xspedius facilities are not available at the time of installation, Verizon shall bill Xspedius, and Xspedius shall pay to Verizon, the Not Ready Charge set forth in the

Amended Agreement and the Parties shall establish a new cutover date.

- 3.3.1.1.3 Verizon shall perform all installation work on Verizon equipment in connection with Xspedius's use of Verizon's House and Riser Cable. All Xspedius equipment connected to a House and Riser Cable shall comply with applicable industry standards.
- 3.3.1.1.4 Verizon shall repair and maintain a House and Riser Cable at the request of Xspedius. Xspedius 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) Xspedius reports to Verizon a Customer trouble, (b) Xspedius 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 Xspedius shall pay Verizon the charge set forth in the Amended Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Xspedius is not available at the appointed time. If as the result of Xspedius instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Amended Agreement will be assessed per occurrence to Xspedius by Verizon. If as the result of Xspedius instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Amended Agreement will be assessed per occurrence to Xspedius by Verizon.

3.3.2 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above), in accordance with 47 C.F.R. § 51.319(b), upon site-specific request, Xspedius may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, 47 C.F.R. § 51.319(b)(1)(i). It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.

#### 3.4 High Capacity Loops.

3.4.1 DS1 Loops. To the extent the Agreement otherwise requires Verizon to provide Xspedius with unbundled access to DS1 Loops (this section not being intended to create any such obligation in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.4.1.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.4.1.2 and 3.6.3 below:

3.4.1.1.1 Verizon shall provide Xspedius with nondiscriminatory access to a DS1 Loop on an unbundled basis to any

building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center meets or has met both of these thresholds, no future DS1 Loop unbundling will be required in that Wire Center.

- 3.4.1.1.2 Xspedius may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled loops.

3.4.1.2 Transition Period For DS1 Loops.

- 3.4.1.2.1 For a 12-month period beginning on March 11, 2005, any DS1 Loop UNEs that Xspedius leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.1.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate Xspedius paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. Where Verizon is not required to provide unbundled DS1 Loops pursuant to Section 3.4.1.1, Xspedius may not obtain new DS1 Loops as unbundled network elements.

- 3.4.2 DS3 Loops. To the extent the Agreement otherwise requires Verizon to provide Xspedius with unbundled access to DS3 Loops (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

- 3.4.2.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.4.2.2 and 3.6.3 below:

- 3.4.2.1.1 Verizon shall provide Xspedius with nondiscriminatory access to a DS3 Loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center meets or has met both of these thresholds, no future DS3 Loop unbundling will be required in that Wire Center.

- 3.4.2.1.2 Xspedius may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled loops.

- 3.4.2.2 Transition Period For DS3 Loops. For a 12-month period beginning on March 11, 2005, any DS3 Loop UNEs that Xspedius leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.2.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate Xspedius paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. Where Verizon is not required to provide unbundled DS3 Loops pursuant to Section 3.4.2.1, Xspedius may not obtain new DS3 Loops as unbundled network elements.

### 3.4.3 Dark Fiber Loops.

3.4.3.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.4.3.2 below, Verizon is not required to provide Xspedius with access to a Dark Fiber Loop on an unbundled basis.

3.4.3.2 Transition Period For Dark Fiber Loops. For an 18-month period beginning on March 11, 2005, any Dark Fiber Loop UNEs that Xspedius leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.3.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate Xspedius paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. Xspedius may not obtain new Dark Fiber Loops as unbundled network elements.

### 3.5 High Capacity Transport.

3.5.1 DS1 Dedicated Transport. To the extent the Agreement otherwise requires Verizon to provide Xspedius with unbundled access to DS1 Dedicated Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.5.1.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.5.1.2 and 3.6.3 below:

3.5.1.1.1 Verizon shall unbundle DS1 Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are Tier 1 Wire Centers. As such, Verizon must unbundle DS1 Dedicated Transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

3.5.1.1.2 Xspedius may obtain a maximum of ten unbundled DS1 Dedicated Transport circuits on each Route where DS1 Dedicated Transport is available on an unbundled basis.

3.5.1.2 Transition Period For DS1 Dedicated Transport. For a 12-month period beginning on March 11, 2005, any DS1 Dedicated Transport UNE that Xspedius leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.1.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate Xspedius paid for the dedicated transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that dedicated transport element. Where Verizon is not required to provide unbundled DS1 Dedicated Transport pursuant to Section 3.5.1.1 above, Xspedius may not obtain new DS1 Dedicated Transport as unbundled network elements.

- 3.5.2 DS3 Dedicated Transport. To the extent the Agreement otherwise requires Verizon to provide Xspedius with unbundled access to DS3 Dedicated Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:
- 3.5.2.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.5.2.2 and 3.6.3 below:
- 3.5.2.1.1 Verizon shall unbundle DS3 Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Verizon must unbundle DS3 Dedicated Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.
- 3.5.2.1.2 Xspedius may obtain a maximum of twelve unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available on an unbundled basis.
- 3.5.2.2 Transition Period For DS3 Dedicated Transport. For a 12-month period beginning on March 11, 2005, any DS3 Dedicated Transport UNE that Xspedius leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.2.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate Xspedius paid for the dedicated transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that dedicated transport element. Where Verizon is not required to provide unbundled DS3 Dedicated Transport pursuant to Section 3.5.2.1 above, Xspedius may not obtain new DS3 Dedicated Transport as unbundled network elements.
- 3.5.3 Dark Fiber Transport. To the extent the Agreement otherwise requires Verizon to provide Xspedius with unbundled access to Dark Fiber Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:
- 3.5.3.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.5.3.2 below, Verizon shall unbundle Dark Fiber Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Verizon must unbundle Dark Fiber Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.
- 3.5.3.2 Transition Period For Dark Fiber Transport. For an 18-month period beginning on March 11, 2005, any Dark Fiber Transport UNE that Xspedius leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.3.1 above, shall be

available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate Xspedius paid for the Dark Fiber Transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that Dark Fiber Transport element. Where Verizon is not required to provide unbundled Dark Fiber Transport pursuant to Section 3.5.3.1 above, Xspedius may not obtain new Dark Fiber Transport as unbundled network elements.

3.5.4 Notwithstanding any other provision of the Amended Agreement, Verizon is not obligated to provide Xspedius with unbundled access to Entrance Facilities, and Entrance Facilities are not subject to the transition provisions (including, but not limited to, transition rates) set forth in this Section 3.

3.5.5 Wire Center Tier Structure. For purposes of this Section 3.5, Verizon's Wire Centers shall be classified into three tiers, defined as follows:

3.5.5.1 Tier 1 Wire Centers are those Verizon Wire Centers that contain at least four Fiber-Based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Verizon tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a Wire Center is or has been determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

3.5.5.2 Tier 2 Wire Centers are those Verizon Wire Centers that are not Tier 1 Wire Centers, but contain at least 3 Fiber-Based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is or has been determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

3.5.5.3 Tier 3 Wire Centers are those Verizon Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

3.6 TRRO Certification and Dispute Process for High Capacity Loops and Transport

3.6.1 CLEC Certification and Related Provisions.

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

3.6.1.2 The back-up data that Verizon provides to Xspedius under a non-disclosure agreement pursuant to Section 3.6.1.1 above may include data regarding the number of Business Lines and fiber-based collocators at non-impaired Wire Centers; provided, however, that Verizon may mask the identity of fiber-based collocators in order to prevent disclosure to Xspedius of other carriers' confidential or proprietary network information. Verizon will provide Xspedius with a translation code in order for Xspedius to identify its fiber-based collocation locations.

3.6.1.3 Since Verizon has now modified its electronic ordering system to include a method for Xspedius to provide the certification required by this section, Xspedius shall use such method, as updated from time to time, to provide such certification.

3.6.2 Provision-then-Dispute Requirements.

3.6.2.1 Upon receiving a request from Xspedius for unbundled access to a TRRO Certification Element and the certification required by Section 3.6.1 above, and except as provided in Section 3.6.2.3 below, Verizon shall process the request in accordance with any applicable standard intervals, and for avoidance of doubt, shall not delay processing the request on the grounds that the request is for a TRRO Certification Element. If Verizon wishes to challenge Xspedius's right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through any dispute resolution process set forth in the Agreement that Verizon elects to invoke in the alternative.

3.6.2.2 If a dispute pursuant to Section 3.6.2.1 above is resolved in Verizon's favor, then Xspedius shall compensate Verizon for the additional charges that would apply if Xspedius had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff (except as provided in Section 3.6.2.2.1 below as to dark fiber) and any other applicable charges. The month-to-month rates shall apply until such time as Xspedius requests disconnection of the subject facility or an alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

3.6.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that Xspedius shall be obligated to pay, for each circuit shall be the charges for the commercial service that Verizon, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Verizon may disconnect the subject dark fiber facility thirty (30) days after the date on which the dispute is resolved in Verizon's favor. In any case where Xspedius, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Verizon shall continue to provide



the Dark Fiber Transport facility at the rates provided for above, but only for the duration of the standard interval for installation of the "lit" service.

- 3.6.2.3 Notwithstanding any other provision of the Amended Agreement, Verizon may reject a Xspedius order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where Xspedius's order conflicts with a non-impaired Wire Center designation that the Commission, the FCC, or a court of competent jurisdiction has ordered or approved or that has otherwise been confirmed through previous dispute resolution; or (b) to the extent the Commission, the FCC, or a court of competent jurisdiction otherwise permits Verizon to reject orders for TRRO Certification Elements without first seeking dispute resolution.
- 3.6.3 If Verizon revises or has revised its Wire Center List to add any new Wire Centers not listed as of the Amendment Effective Date or to upgrade ("upgrade" meaning movement to a higher level of non-impairment (e.g., from Tier 2 to Tier 1)) the non-impairment status of any Wire Centers listed as of the Amendment Effective Date, then Verizon, to the extent it has not already done so, shall notify Xspedius in writing (by electronic mail or other written communication) of such changes ("Wire Center Update Notice") and the following provisions shall apply:
- 3.6.3.1 Xspedius's embedded base of TRRO Certification Elements that are or become Discontinued Facilities by operation of any such change to the Wire Center List shall be treated as Discontinued Facilities under Section 3.9.2 below effective as of ninety (90) days of the date on which Verizon issues (or issued) the Wire Center Update Notice (the "Wire Center Update Effective Date"). For the avoidance of any doubt, for purposes of applying Section 3.9.2 in the foregoing circumstances, the Wire Center Update Effective Date shall apply in lieu of, but in no event earlier than, the March 11, 2006 and September 11, 2006 dates set forth in Section 3.9.2, as applicable; provided, however, that if the Wire Center Update Effective Date is a date earlier than the March 11, 2006 and September 11, 2006 dates set forth in Section 3.9.2, then the applicable TRRO transition rates described in Sections 3.4 and 3.5 above shall apply during the period from the Wire Center Update Effective Date to March 11, 2006 (or, in the case of Dark Fiber Transport, September 11, 2006).
- 3.6.3.2 For the avoidance of any doubt, the provisions set forth in Sections 3.6.1 and 3.6.2 (including, but not limited to, Xspedius's certification obligation) shall apply as to any new requests for TRRO Certification Elements affected by the changes to the Wire Center List.
- 3.6.3.3 Subject to Section 3.6.2.3 above, nothing contained in this Section 3.6.3 shall in any way limit any right Xspedius may have to challenge Verizon's revision of its Wire Center Lists, including any change in a Wire Center's designation as Tier 1, Tier 2 and Tier 3.
- 3.7 Mass Market Switching and Related Elements.
- 3.7.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.7.3 below, Verizon is not required to provide Xspedius with access to Mass Market Switching on an unbundled basis.

- 3.7.2 Xspedius shall migrate its embedded end user customer base off of the Mass Market Switching element to an alternative arrangement no later than March 10, 2006.
- 3.7.3 Transition Requirements. For a 12-month period beginning on March 11, 2005, Verizon shall provide access to Mass Market Switching on an unbundled basis for Xspedius to serve its embedded end user customer base. The price for Mass Market Switching in combination with unbundled DS0 capacity loops and Shared Transport obtained pursuant to this section shall be priced at transitional rates which shall be the higher of (a) the rate at which Xspedius obtained that combination of network elements on June 15, 2004 plus one dollar, or (b) the rate the Commission establishes or has established, if any, between June 16, 2004, and the effective date of the TRRO, for that combination of network elements, plus one dollar. Xspedius may not obtain new Mass Market Switching as an unbundled network element on or after March 11, 2005.
- 3.7.3.1 For purposes of Section 3.7.3 above, serving the Xspedius's embedded end user customer base means serving Xspedius's end user customers using a Mass Market Switching arrangement that was in service for that end user customer as of March 11, 2005, and does not include adding new Mass Market Switching arrangements, adding new lines to existing arrangements, or serving the embedded end user customer at a location different from the location at which that customer was served using the subject Mass Market Switching arrangement as of March 11, 2005; provided, however, that Xspedius may obtain such additional lines or moves as resale under Section 251(c)(4) of the Act (in accordance with the resale provisions of the Agreement) or pursuant to a separate commercial agreement.
- 3.7.4 As set forth in 47 C.F.R. § 51.319(d)(4), Verizon shall provide Xspedius with non-discriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis in accordance with the Federal Unbundling Rules, to the extent that Mass Market Switching is required to be made available pursuant to this Section 3.7, but only in connection with Verizon's provision of such Mass Market Switching.
- 3.8 Payment of Transition Charges. To the extent Xspedius, by operation of the existing terms of the Agreement and the TRRO, was not already required to pay the transitional rate increases described in Section 3 of this Amendment, and without limiting any such existing terms, the following provisions shall apply:
- 3.8.1 Prospective Transition Charges. Xspedius shall, in accordance with the billing provisions of the Agreement, pay any transition charges described in Section 3 of this Amendment that Verizon bills (or has billed) in invoices dated on or after the Amendment Effective Date. If Xspedius fails to pay such invoices within the period of time required to avoid late payment charges or penalties under the billing provisions of the Agreement, any such late payment charges and penalties shall apply.
- 3.8.2 Retrospective Transition Charges.
- 3.8.2.1 Previously-Invoiced Charges. Xspedius, within thirty (30) days after the Amendment Effective Date, shall pay any transitional charges described in Section 3 of this Amendment that Verizon already billed to Xspedius in invoices dated prior to the Amendment Effective Date

and that Xspedius has not already paid. Verizon may not charge late payment charges or penalties under billing provisions of the Agreement if Xspedius pays (or has paid) within thirty (30) days after the Amendment Effective Date any such invoices dated prior to the Amendment Effective Date.

3.8.2.2 Charges Not Previously Invoiced. Without limiting Xspedius's obligation to pay Verizon's invoices described in the foregoing provisions of this Section 3.8, Verizon may, but shall not be required to, use a true up to recover from Xspedius any transitional rate increases described in Section 3 of this Amendment that Xspedius has incurred but for which Verizon has not already billed Xspedius. Verizon may not charge late payments or penalties if Xspedius pays Verizon's true up bill within the period of time required to avoid late payments or penalties under the billing provisions of the Agreement.

3.8.2.2.1 Any bills issued by Verizon that include either a transition rate charge or a true up charge shall enable Xspedius to determine: (1) the time period for which such transition rate charge or true up charge applies; (2) the applicable transition rate; and (3) the facilities to which the transition rate or true-up amounts apply. Nothing herein shall require Verizon to change its customary billing formats.

### 3.9 Discontinuance of TRRO Embedded Base at the Close of Transition Period.

3.9.1 If Xspedius wishes to replace Xspedius's embedded base, if any, of Discontinued Facilities that are subject to the transition periods set forth in this Section 3 with alternative services that may be available from Verizon under a separate arrangement (e.g., a separate agreement at market-based rates, arrangement under a Verizon access tariff, or resale), Xspedius shall have ordered such alternative services to become effective no later than March 10, 2006 (or, in the case of dark fiber, September 10, 2006).

3.9.1.1 Re-pricing Pending Actual Conversion or Migration. If Xspedius places or has placed a timely order pursuant to Section 3.9.1, and Verizon has not completed the conversion or migration requested by Xspedius as of the date requested by Xspedius (such requested date being no later than the date required under Section 3.9.1), then Verizon may re-price the subject Discontinued Facility effective as of that date by application of the rate(s) that apply to the available replacement service requested by Xspedius until such time as Verizon completes the actual conversion or migration to that available replacement service. Because the repricing described in this Section 3.9.1.1 may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon, in its sole discretion, may effectuate such repricing by application of a surcharge to an existing rate(s) so that the existing rate plus the surcharge are equivalent to the subject replacement service.

3.9.2 Failure of Xspedius to Request Disconnection or Replacement Service by the Required Date. If Xspedius has not requested disconnection of the subject Discontinued Facility and has not submitted a timely order for a replacement service in accordance with Section 3.9.1 above by the date required in that

section then Verizon, may, in its sole discretion, either: (a) disconnect the subject Discontinued Facility on or at any time after March 11, 2006 (or, in the case of dark fiber, on or at any time after September 11, 2006), provided that Verizon has notified Xspedius in writing at least thirty (30) days in advance of the disconnection date, or (b) without further notice to Xspedius, convert or migrate the subject Discontinued Facility to an analogous access (month-to-month term), resale, or commercial arrangement that Verizon shall identify in writing to Xspedius, and the rates, terms, and conditions of such arrangement shall apply and be binding upon Xspedius as of March 11, 2006 (or, in the case of dark fiber, September 11, 2006).

3.9.2.1 Repricing Pending Actual Conversion or Migration. If Verizon is unable to complete the conversion or migration described in Section 3.9.2 by the applicable date set forth therein, then Verizon, may, but shall not be required to, reprice the subject Discontinued Facility, effective as of March 11, 2006 (or in the case of dark fiber, September 11, 2006), by application of the rate(s) that apply to the analogous access, resale, or commercial arrangement until such time as Verizon completes the actual conversion or migration described in Section 3.9.2. Because such repricing may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon, in its sole discretion, may effectuate such repricing by application of a surcharge so that the existing rate plus the surcharge are equivalent to the applicable access, resale, or other analogous arrangement that Verizon identifies under Section 3.9.2 above. However, if Xspedius challenges Verizon's designation that certain loop and/or transport facilities are Discontinued Facilities, Verizon shall continue to provision the subject elements as UNEs, and then seek resolution of the dispute by the Commission or the FCC, or through any dispute resolution process set forth in the Agreement that Verizon elects to invoke in the alternative.

3.10 Line Sharing. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above), Verizon shall provide access to Line Sharing on a transitional basis in accordance with 47 C.F.R. § 51.319(a)(1)(i). For the avoidance of any doubt, the FCC's transition rules set forth in 47 C.F.R. § 51.319(a)(1)(i) became effective independently of this Amendment prior to the Amendment Effective Date, and this Section 3.10 is only intended to memorialize such rules for the convenience of the Parties.

3.10A Line Conditioning. To the extent the Agreement requires Verizon to provide Line Conditioning, Verizon shall provide such Line Conditioning in a non-discriminatory manner in accordance with 47 C.F.R. § 51.319(a)(1)(iii). Verizon shall perform line conditioning to ensure xDSL delivery at least equal in quality to that which Verizon provides to itself. The line conditioning rates included in the Agreement need not be amended.

3.11 Commingling and Combinations.

3.11.1 Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting the conditions set forth in Section 2 above and in Section 3.11.2 below):

3.11.1.1 Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Amended Agreement pursuant to the Federal Unbundling Rules or under a Verizon UNE tariff ("Qualifying UNEs"), with any non-Section 251(c)(3) wholesale services and facilities obtained from Verizon under a Verizon access tariff or separate non-251 agreement or as Section 251(c)(4) resale under the Agreement ("Wholesale Services"), but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules (subject to Section 3.11.1.3 below), Verizon shall, upon request of Xspedius, perform the functions necessary to commingle or combine Qualifying UNEs with Wholesale Services obtained from Verizon. The rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that if any commingling requested by Xspedius requires Verizon to perform physical work that Verizon is required to perform under the Federal Unbundling Rules, then Verizon's charges previously approved by the Commission for such work shall apply.

3.11.1.2 "Ratcheting," as that term is defined by the FCC, shall not be required. Qualifying UNEs that are commingled with Wholesale Services are not included in the shared use provisions of the applicable tariff. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Amended Agreement or elsewhere, unless and until such time as the Commission, in Docket No. 000121C-TP, adopts standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of commingled facilities, at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.

3.11.1.3 Limitations on Section 3.11.1. Nothing contained in Section 3.11.1 shall be deemed: (a) to establish any obligation of Verizon to provide Xspedius with access to any facility that Verizon is not otherwise required to provide to Xspedius on an unbundled basis under the Amended Agreement, or (b) to limit any right of Verizon under the Amended Agreement to cease providing a facility that is or becomes a Discontinued Facility.

3.11.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement, this Amendment (but subject to the conditions set forth in Sections 2 and 3.11.1 above), or any Verizon tariff:

3.11.2.1 Verizon shall not be obligated to provide:

- 3.11.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;
- 3.11.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;
- 3.11.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;
- 3.11.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or
- 3.11.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by 47 C.F.R. § 51.318 to do so, and not unless and until Xspedius certifies in the respective ASR (or, as applicable, LSR) to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of the High Capacity EEL satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Xspedius must remain in compliance with said service eligibility criteria for so long as Xspedius continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit shall be treated as described in Section 3.11.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For High Capacity EEL circuits existing as of the Amendment Effective Date, Xspedius, within 30 days of the Amendment Effective Date, must re-certify in writing using ASRs or a letter that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. If Xspedius uses a letter to provide such re-certification, the letter must include an attached spreadsheet identifying each DS1 and DS1 equivalent circuit that Xspedius certifies to be in compliance with the service eligibility criteria set forth in 47 C.F.R. § 51.318. Xspedius must provide both an electronic copy and a paper copy of any such letter and attached spreadsheet, and the paper copy must be signed by a duly authorized representative of Xspedius. Any such existing circuits not re-certified as set forth above within 30 days of the Amendment Effective Date shall, effective as of 30 days after the Amendment Effective Date, be treated as noncompliant circuits as described in Section 3.11.2.2 below.

- 3.11.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 3.11, and Xspedius has not submitted an ASR (or, as applicable, LSR) or other appropriate documentation to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, to the extent it has not already done so prior to execution of this Amendment, shall reprice the subject High Capacity EEL circuit (or portion thereof that that had previously been billed at UNE rates), effective beginning on the date on which the circuit became non-compliant, by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Verizon shall identify in a written notice to Xspedius.
- 3.11.2.3 When submitting an ASR (or, as applicable, LSR) for a circuit for which certification under Section 3.11.2.1 above is required, Xspedius should follow Verizon's ordering guidelines. Xspedius must include the certification in the remarks section of the ASR as follows: "Certification: The circuit(s) requested in this ASR meet the eligibility criteria set forth in 47 C.F.R. § 51.318(b)(2)." The foregoing certification must be contained in the Remarks section of the ASR unless and until such time as provisions are made to populate other fields on the ASR to capture this certification.
- 3.11.2.4 [Intentionally Left Blank]
- 3.11.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access.
- 3.11.2.6 All requests for conversions will be handled in accordance with Verizon's conversion guidelines, and in a manner that is consistent with the Arbitration Orders. Until such time as the Commission orders or permits a different interval (at which time such different interval shall apply), new rates for converted circuits shall be effective no later than thirty (30) business days after Xspedius submits its order (i.e. a valid ASR or, as applicable, LSR) that includes the certification set forth in Section 3.11.2.3 above; provided, however, that if Xspedius, during any period of thirty (30) business days, submits requests for conversion of more than 100 circuits, then the Parties shall negotiate an interval that is longer than thirty (30) business days for the number of such circuits that exceed 100. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.
- 3.11.2.7 When processing a conversion, Verizon shall be allowed as necessary to physically disconnect, separate, alter, or change the equipment and facilities use to provide the service being converted; provided, however, that to the extent technically

feasible, Verizon shall use commercially reasonable efforts to ensure that conversions are as seamless as possible to avoid adversely affecting the service quality perceived by Xspedius's end-user customer.

3.11.2.8 [Intentionally Left Blank]

3.11.2.9 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit Xspedius's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. Verizon shall provide Xspedius with thirty (30) days advance notice of any such audit. Where noncompliance is found, Xspedius must convert all noncompliant circuits to the appropriate service, true up any difference in payments, and make the correct payments on a going forward basis. To the extent the independent auditor's report concludes that Xspedius failed to comply in all material respects with the service eligibility criteria, then (without limiting Verizon's rights under Section 3.11.2.2 above) Xspedius must reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm that Xspedius complied in all material respects with the service eligibility criteria, then Xspedius shall provide to the independent auditor for its verification a statement of Xspedius's reasonable and verifiable costs of complying with any requests of the independent auditor, and Verizon shall, within sixty (60) days of the date on which Xspedius submits such costs to the auditor, reimburse Xspedius for its reasonable and verifiable costs verified by the auditor. Xspedius shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated. In the event that Verizon or Xspedius disputes any portion of the audit, it may dispute the audit under the dispute resolution procedures contained in the Agreement.

### 3.12 Routine Network Modifications.

3.12.1 General Conditions. In accordance with, 47 C.F.R. §§ 51.319(a)(7) and (e)(4) and subject to the conditions set forth in Section 2 above:

3.12.1.1 Verizon shall make such routine network modifications as are necessary to permit access by Xspedius to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport) where the facility has already been constructed. Verizon shall perform routine network modifications in a nondiscriminatory fashion without regard to whether the facility being accessed was constructed on behalf of, or in accordance with the specifications



of, any carrier, and shall perform routine network modifications at least equal in quality with the manner in which Verizon performs the same functions for its customers excluding the installation of a new loop. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable Xspedius to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, or the placement of new cable. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

3.12.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere unless and until such time as the Commission, in Docket No. 000121C-TP, adopts standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of such Loops and Transport, at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.

3.12.3 Nothing contained in this Section 3.12 shall be deemed to require Verizon to provide on an unbundled basis any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis.

4. Miscellaneous Provisions.

4.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 4.1.

- 4.2 Counterparts. This Amendment 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.
- 4.3 Captions. The Parties acknowledge that the captions in this Amendment 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 Amendment.
- 4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement". Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 4.5 Reservation of Rights. Notwithstanding any contrary provision in the Amended Agreement, or any Verizon tariff, nothing contained in the Amended Agreement, or any Verizon tariff shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Amended Agreement, any Verizon tariff, or otherwise.
- 4.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.
- 4.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:
- 4.7.1 Business Line. As set forth in 47 C.F.R. § 51.5, a "Business Line" is a Verizon-owned switched access line used to serve a business customer, whether by Verizon itself or by a competitive LEC that leases the line from Verizon. The number of business lines in a Wire Center shall equal the sum of all Verizon business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Verizon end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines".
- 4.7.2 Call-Related Databases. Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.
- 4.7.3 Commingling. Commingling means the connecting, attaching, or otherwise linking of an unbundled network element, or combination of unbundled network elements, to one or more facilities or services that Xspedius has

obtained at wholesale from Verizon, or the combining of an unbundled network element, or combination of unbundled network elements, with one or more such facilities or services. "Commingling" means the act of Commingling.

- 4.7.4 Dark Fiber Loop. Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon wire center, and Verizon's accessible terminal located in Verizon's main termination point at an end user customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying telecommunications services.
- 4.7.5 Dark Fiber Transport. An optical transmission facility within a LATA, that otherwise meets the definition of Dedicated Transport but which Verizon has not activated by attaching multiplexing, aggregation or other electronics.
- 4.7.6 Dedicated Transport. Dedicated Transport includes Verizon transmission facilities, within a LATA, between Verizon Wire Centers or switches (including Verizon switches with line-side functionality that terminate loops and are "reverse collocated" in non-Verizon collocation hotels), or between Verizon Wire Centers or switches and switches owned by requesting telecommunications carriers, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier. For the avoidance of any doubt, this Section 4.7.6 shall not be construed to require Verizon to provide unbundled access to Entrance Facilities.
- 4.7.7 Discontinued Facility. Any facility that Verizon, at any time, has provided or offered to provide to Xspedius on an unbundled basis pursuant to the Agreement or a Verizon tariff, but which has ceased to be subject to an unbundling requirement under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51. Discontinued Facilities as of the Amendment Effective Date are whether as stand-alone facilities or combined or commingled with other facilities: (a) any Entrance Facility; (b) Enterprise Switching; (c) Mass Market Switching (subject to the transition provisions set forth herein for Xspedius's embedded end user customer base, if any, as of March 11, 2005); (d) Four-Line Carve Out Switching; (e) OCn Loops and OCn Dedicated Transport; (f) subject to Sections 3.4.1, 3.4.2, and 3.6 above, DS1 Loops or DS3 Loops out of any Wire Center that meets the FCC's non-impairment criteria addressed in Section 3.4 of this Amendment; (g) Dark Fiber Loops (subject to the transition provisions set forth herein for Xspedius 's embedded base of Dark Fiber Loops, if any, as of March 11, 2005); (h) any DS1 Loop or DS3 Loop that exceeds the maximum number of such Loops that Verizon is required to provide to Xspedius on an unbundled basis under Section 3 of this Amendment (subject to the TRRO transition requirements set forth therein); (i) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on any Route that meets the FCC's non-impairment criteria addressed in Section 3.5 of this Amendment (subject to the TRRO transition requirements set forth therein); (j) subject to Sections 3.5.1 and 3.5.2 above, any DS1 Dedicated Transport circuit or DS3 Dedicated Transport circuit that exceeds the number of such circuits that Verizon is required to provide to Xspedius on an unbundled basis under Section 3 of this Amendment; (k) the Feeder portion of a Loop (as a sub-loop element; provided, however, that this definition is not intended to affect any right Xspedius may have to obtain unbundled access to an entire Loop that includes Feeder); (l) Line Sharing,

subject to the TRO transition period addressed herein; (m) any Call-Related Database, other than the 911 and E911 databases (subject to the transition requirements set forth herein as to any Call-Related Databases used in connection with Mass Market Switching for Xspedius 's embedded end user customer base for such switching, if any, as of March 11, 2005); (n) Signaling (subject to the transition requirements set forth herein as to any Signaling used in connection with Mass Market Switching for Xspedius 's embedded end user customer base for such switching, if any, as of March 11, 2005); (o) Shared Transport (subject to the transition requirements set forth herein as to any Shared Transport used in connection with Mass Market Switching for Xspedius 's embedded end user customer base for such switching, if any, as of March 11, 2005); (p) FTTH Loops (lit or unlit), subject to Section 3.1.2 above; (q) FTTC Loops (lit or unlit), subject to Section 3.1.2 above; (r) Hybrid Loops, subject to Section 3.2 above.

- 4.7.8 Distribution Sub-Loop Facility. The copper portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface.
- 4.7.9 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 4.7.10 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 4.7.11 DS1 Loop. As set forth in 47 C.F.R. § 51.319(a), a DS1 Loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 4.7.12 DS3 Loop. As set forth in 47 C.F.R. § 51.319(a), a DS3 loop is a digital local loop having a total digital signal speed of 44.736 megabytes per second.
- 4.7.13 Enterprise Switching. Local Circuit Switching or Tandem Switching that, if provided to Xspedius would be used for the purpose of serving Xspedius's customers using DS1 or above capacity Loops.
- 4.7.14 Entrance Facility. Dedicated Transport (lit or unlit) that does not connect a pair of Verizon Wire Centers.
- 4.7.15 Feeder. The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.
- 4.7.16 Federal Unbundling Rules. Any lawful requirement to provide access to unbundled network elements that is imposed upon Verizon by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Use of 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 is not intended to deprive the Commission, the FCC, or a court of competent jurisdiction of the right to use appropriate rules of statutory construction in interpreting the effect of the statutes and rules referenced herein.
- 4.7.17 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with Verizon, that maintains a collocation arrangement in a Verizon Wire

Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves the Verizon Wire Center premises; and (3) is owned by a party other than Verizon or any Affiliate of Verizon, except as set forth in this section. Dark fiber obtained from Verizon on an indefeasible right of use basis shall be treated as non-Verizon fiber-optic cable. Two or more Affiliated Fiber-Based Collocators in a single Wire Center shall collectively be counted as a single Fiber-Based Collocator. For the purposes of this Amendment, the term Affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in Title 47 of the Code of Federal Regulations. Verizon shall comply with Unbundled Network Element Condition No. 2 set forth in Appendix G to the FCC's Memorandum Opinion and Order, WC Docket No. 05-75, FCC 05-184 (rel. Nov. 17, 2005) for so long as such condition is applicable.

- 4.7.18 Four-Line Carve Out Switching. Local Circuit Switching or Tandem Switching that, if provided to Xspedius, would be used for the purpose of serving a Xspedius end user customer served by four or more DS0 Loops in Density Zone 1 in the top 50 MSAs.
- 4.7.19 FTTH Loop. A fiber-to-the-home loop (or "FTTH Loop") is a local loop consisting entirely of fiber optic cable, whether dark or lit, serving an end user's customer premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).
- 4.7.20 FTTC Loop. A fiber-to-the-curb loop (or "FTTC Loop") is a local loop consisting of fiber optic cable connecting to copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.
- 4.7.21 Hybrid Loop. A local Loop composed of both fiber optic cable, usually in feeder plant, and copper wire or cable, usually in the distribution plant. FTTH Loops and FTTC Loops are not Hybrid Loops.
- 4.7.22 House and Riser Cable (or Inside Wire Subloop) A distribution facility in Verizon's network between the minimum point of entry at a multiunit premises where an end user customer is located and the demarcation point for such facility that is owned or controlled by Verizon.
- 4.7.23 Interexchange Service. Shall have the meaning as defined by the FCC.
- 4.7.24 Line Conditioning. As set forth in 47 C.F.R. § 51.319(a)(1)(iii), Line Conditioning is the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service.
- 4.7.25 Line Sharing. The process by which Xspedius provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop,

or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency portion of any inside wire (including House and Riser Cable) owned or controlled by Verizon.

- 4.7.26 Local Circuit Switching. As required by the Arbitration Orders and as set forth in 47 C.F.R. §51.319(d)(1), Local Circuit Switching encompasses all line-side and trunk-side facilities, plus the features, functions and capabilities of the local circuit switch. The features, functions, and capabilities of the local circuit switch shall include the basic switching functions of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local Circuit Switching includes all vertical features that the Local Circuit Switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing function.
- 4.7.27 Mass Market Switching. Local Circuit Switching or Tandem Switching that, if provided to Xspedius, would be used for the purpose of serving end-user customers using DS0 capacity loops. Mass Market Switching does not include Four Line Carve-Out Switching.
- 4.7.28 Mobile Wireless Service. As set forth in 47 C.F.R. § 51.5, a mobile wireless service is any mobile wireless telecommunications service, including any commercial mobile radio service.
- 4.7.29 Nondiscriminatory Access. As required by the Arbitration Orders and as set forth in 47 C.F.R. § 51.311, Nondiscriminatory Access shall mean that: (a) the quality of an unbundled network element, as well as the quality of the access to the unbundled network element, that Verizon provides to a requesting telecommunications carrier shall be the same for all telecommunications carriers requesting access to that network element; and (b) to the extent technically feasible, the quality of an unbundled network element, as well as the quality of the access to such unbundled network element, that Verizon provides to a requesting telecommunications carrier shall be at least equal in quality to that which Verizon provides to itself.
- 4.7.30 Route. As set forth in 47 C.F.R. § 51.319(e), a "Route" is a transmission path between one of Verizon's Wire Centers or switches and another of Verizon's Wire Centers or switches. A route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more intermediate Wire Centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.
- 4.7.31 Signaling. Signaling includes, but is not limited to, signaling links and signaling transfer points.
- 4.7.32 Sub-Loop for Multiunit Premises Access. Any portion of a Loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises

if a technician must access the facility by removing a splice case to reach the wiring within the cable.

- 4.7.33 Tandem Switching. The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.
- 4.7.34 Wire Center. As set forth in 47 C.F.R. § 51.5, a Wire Center is the location of a Verizon local switching facility containing one or more central offices, as defined in the Appendix to Part 36 of Chapter 47 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.

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

**XSPEDIUS MANAGEMENT CO. SWITCHED SERVICES L.L.C. AND XSPEDIUS MANAGEMENT CO. OF JACKSONVILLE L.L.C., D/B/A XSPEDIUS COMMUNICATIONS**

**VERIZON FLORIDA INC.,  
f/k/a GTE FLORIDA INCORPORATED**

By: James C. Falvey

By: Jeffrey A. Masoner

Printed: James C. Falvey

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Title: Sr. Vice President, Regulatory Affairs

Title: Vice President – Interconnection Services

Date: 3/9/06

Date: 3/15/06