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DISTRIBUTION CENTER

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CLERK

November 29, 2007

Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 020960-TP
Petition for Arbitration of open issues resulting from interconnection negotiations
with Verizon Florida Inc. by DIECA Communications, Inc. d/b/a Covad
Communications Company

Dear Ms. Cole:

Enclosed for filing in the above matter are an original and five copies of a Petition for
Approval of Interconnection, Resale, Unbundling and Collocation Agreement between
DIECA Communications, Inc. d/b/a Covad Communications Company and Verizon
Florida LLC. The agreement consists of a total of 108 pages.

Service has been made as indicated on the Certificate of Service. If there are any
questions regarding this matter, please contact me at (678) 259-1449.

Sincerely,

Dulaney L. O'Roark III

- CMP
- COM
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- SEC
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Enclosures

DOCUMENT NUMBER-DATE

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of open issues) Docket No. 020960-TP
resulting from interconnection negotiations) Filed: November 29, 2007
with Verizon Florida Inc. by DIECA)
Communications, Inc. d/b/a Covad)
Communications Company)
_____)

**PETITION OF VERIZON FLORIDA LLC FOR APPROVAL OF
INTERCONNECTION, RESALE, UNBUNDLING AND COLLOCATION AGREEMENT
WITH DIECA COMMUNICATIONS, INC. D/B/A
COVAD COMMUNICATIONS COMPANY**

Verizon Florida LLC ("Verizon") files this petition before the Florida Public Service Commission ("Commission") seeking approval of its interconnection, resale, unbundling and collocation agreement attached hereto as Attachment A (the "Agreement") with DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad"). In support of its petition, Verizon states:

1. The Telecommunications Act of 1996 (the "Act") requires that any "interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission." Act, § 252(e).

2. Under the Act, interconnection agreements can be rejected by the Commission only if it finds that the agreement (or any portion thereof) discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity.

3. The Agreement is filed pursuant to the Final Order on Arbitration, Order No. PSC-03-1139-FOF-TP issued on October 13, 2003 in this docket. The Agreement does not discriminate against other similarly situated carriers and is also consistent with the public interest, convenience and necessity.

DOCUMENT NUMBER-DATE

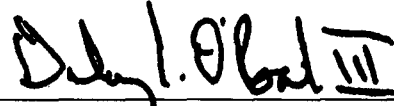
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WHEREFORE, Verizon respectfully requests that the Commission approve the Agreement and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on November 29, 2007.

By:



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5055 North Point Parkway
Alpharetta, Georgia 30022
Phone: (678) 259-1449
Fax: (678) 259-1589
Email: de.oroark@verizon.com

Attorney for Verizon Florida LLC

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing were sent via U.S. mail on the 29th day of November, 2007 to:

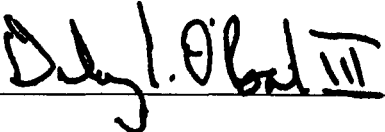
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AMENDED, EXTENDED AND RESTATED AGREEMENT

by and between

**DIECA COMMUNICATIONS, INC.
d/b/a COVAD COMMUNICATIONS COMPANY**

and

VERIZON FLORIDA INC.

FOR THE STATE OF

FLORIDA

TABLE OF CONTENTS

AMENDED, EXTENDED AND RESTATED AGREEMENT1

1. **The Agreement1**

2. **Term and Termination2**

3. **Glossary and Attachments3**

4. **Applicable Law3**

5. **Assignment.....4**

6. **Assurance of Payment4**

7. **Audits5**

8. **Authorization6**

9. **Billing and Payment; Disputed Amounts6**

10. **Confidentiality7**

11. **Counterparts.....9**

12. **Default9**

13. **Discontinuance of Service by Covad.....10**

14. **Dispute Resolution10**

15. **Force Majeure.....11**

16. **Forecasts11**

17. **Fraud11**

18. **Good Faith Performance12**

19. **Headings12**

20. **Indemnification.....12**

21. **Insurance13**

22. **Intellectual Property.....15**

23. **Joint Work Product.....15**

24. **Law Enforcement.....16**

25. **Liability.....16**

26. **Network Management.....17**

DOCUMENT NUMBER-DATE
10589 NOV 29 06
FPSC-COMMISSION CLERK

27.	Non-Exclusive Remedies	18
28.	Notice of Network Changes	18
29.	Notices	18
30.	Ordering and Maintenance.....	20
31.	Performance Standards	20
32.	Point of Contact for Covad Customers.....	20
33.	Predecessor Agreements.....	20
34.	Publicity and Use of Trademarks or Service Marks	21
35.	References.....	21
36.	Relationship of the Parties.....	21
37.	Reservation of Rights.....	22
38.	Subcontractors.....	22
39.	Successors and Assigns	23
40.	Survival	23
41.	Taxes	23
42.	Technology Upgrades	25
43.	Territory	25
44.	Third Party Beneficiaries.....	25
45.	[Intentionally Left Blank].....	26
46.	252(i) Obligations	26
47.	Use of Service	26
48.	Waiver	26
49.	Warranties.....	26
50.	Withdrawal of Services.....	26
SIGNATURE PAGE		28
GLOSSARY.....		29
1.	General Rule	29
2.	Definitions.....	29

DOCUMENT NUMBER - DATE
 10589 NOV 29 16
 FPSC-COMMISSION CLERK

ADDITIONAL SERVICES ATTACHMENT	38
1. Alternate Billed Calls	38
2. Dialing Parity – Section 251(b)(3)	38
3. Directory Assistance (DA) and Operator Services	38
4. Directory Listing and Directory Distribution	38
5. Information Services Traffic	40
6. Intercept and Referral Announcements	41
7. Originating Line Number Screening (OLNS)	41
8. Operations Support Systems (OSS)	42
9. Poles, Ducts, Conduits and Rights-of-Way	48
10. Telephone Numbers	49
[INTENTIONALLY LEFT BLANK]	52
RESALE ATTACHMENT	52
1. General	52
2. Use of Verizon Telecommunications Services	52
3. Availability of Verizon Telecommunications Services	53
4. Responsibility for Charges	53
5. Operations Matters	54
6. Rates and Charges	55
UNBUNDLED NETWORK ELEMENTS (UNEs) ATTACHMENT	56
1. General	56
2. Verizon’s Provision of UNEs	57
3. Loop Transmission Types	58
4. Line Sharing	66
5. Line Splitting	67
6. Sub-Loop	67
7. Inside Wire – House and Riser	70
8. Dark Fiber	71

DOCUMENT NUMBER - DATE
 10589 NOV 29 2010
 REC - COMMISSION CLERK

9.	Network Interface Device	77
10.	Unbundled Switching Elements	91
11.	Unbundled Interoffice Facilities	91
12.	Operations Support Systems	79
13.	Availability of Other UNEs on an Unbundled Basis	79
14.	Maintenance of UNEs	81
15.	Rates and Charges.....	81
16.	Combinations	81
COLLOCATION ATTACHMENT		82
1.	Verizon's Provision of Collocation.....	82
911 ATTACHMENT.....		83
1.	911/E-911 Arrangements	83
2.	Electronic Interface.....	83
3.	911 Interconnection	84
4.	911 Facilities.....	84
5.	Local Number Portability for use with 911	84
6.	PSAP Coordination	84
7.	911 Compensation	84
8.	911 Rules and Regulations	84
PRICING ATTACHMENT.....		85
1.	General.....	85
2.	Verizon Telecommunications Services Provided to Covad Pursuant to the Resale Attachment.....	85
3.	Covad Prices	87
4.	Regulatory Review of Prices.....	87
APPENDIX A TO THE PRICING ATTACHMENT		101

DOCUMENT NUMBER - DATE

10589 NOV 29 16

FPSC - COMMISSION CLERK

AMENDED, EXTENDED AND RESTATED AGREEMENT

PREFACE

This Amended, Extended And Restated Agreement, including Amendment No. 1 (TRO Amendment) hereto ("Agreement") shall be deemed effective as of October 19, 2007 (the "Effective Date"), between DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad"), a corporation organized under the laws of the Commonwealth of Virginia, with offices at 3200 Corporate Drive, Herndon, VA 20171 and Verizon Florida Inc. ("Verizon"), a corporation organized under the laws of the State of Florida with offices at 201 N. Franklin Street, Tampa, FL 33602-5167. Verizon and Covad may each sometimes be referred to as "Party" or "other Party," and jointly as "the Parties," in this Agreement.

GENERAL TERMS AND CONDITIONS

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

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document (which shall be deemed to include Amendment No. 1 (TRO Amendment) hereto); (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party. The Parties do not incorporate Tariff terms in the Agreement that would override either sections 1-50 of the General Terms and Conditions or the Glossary of the Principal Document.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy

DOCUMENT NUMBER - DATE

10589 NOV 29 16

FPSC-COMMISSION CLERK

Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and Covad.

- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be amended, waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party. Except as expressly provided in this Principal Document, such addition, modification, or withdrawal of a Tariff shall not amend, waive, or modify the terms of the Principal Document. The fact that a Tariff of one Party is incorporated into this Agreement shall not limit in any way the ability of the other Party to file a complaint regarding or otherwise contest the terms of that Tariff under Applicable Law.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until October 18, 2010 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Covad or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either Covad or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Covad or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Covad and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Covad or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Covad nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).
- 2.5 If either Covad or Verizon provides notice of termination pursuant to this Section or Section 12, Covad and Verizon agree to take commercially reasonable steps to transition services so as to attempt to minimize the impact on end users; provided, however, that the foregoing shall not, in any case, affect: (a) Verizon's termination rights under Section 12; or (b) Verizon's right to receive (and Covad's obligation to make) payments for services provided by Verizon (whether under this Agreement or otherwise); provided further that, notwithstanding any other provision in this Agreement, Verizon does not agree to provide services hereunder to any person or entities other than Covad.

3. Glossary and Attachments

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

Additional Services Attachment
[Intentionally Left Blank]
Resale Attachment
Network Elements Attachment
Collocation Attachment
911 Attachment
Pricing Attachment

4. Applicable Law

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Florida without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be held to be invalid or unenforceable under Applicable Law by a court or government agency of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon

mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.

- 4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Covad hereunder, then Verizon may discontinue immediately the provision of any arrangement for such Service, payment or benefit, except that existing arrangements for such Services that are already provided to Covad shall be provided for a transition period of up to forty-five (45) days, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

5. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement.

6. Assurance of Payment

- 6.1 Upon request by Verizon, Covad shall provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.
- 6.2 Assurance of payment of charges may be requested by Verizon if Covad (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) has failed to timely pay a bill rendered to Covad by Verizon or its Affiliates (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Covad has complied with the notice and other provisions of Section 9.3), (c) on or after the Effective Date fails to timely pay a bill rendered to Covad by Verizon or its Affiliates (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Covad has complied with the notice and other provisions of Section 9.3) or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 6.3 Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in reasonable form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to Covad in connection with this Agreement.

- 6.4 [Intentionally Left Blank]
- 6.5 [Intentionally Left Blank]
- 6.6 Verizon may (but is not obligated to) draw on the letter of credit upon notice to Covad in respect of any amounts to be paid by Covad hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 6.7 If Verizon draws on the letter of credit, upon request by Verizon, Covad shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.
- 6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as Covad has provided Verizon with such assurance of payment; provided, however, that Verizon shall give Covad a minimum of ten (10) calendar days to respond to a request for assurance of payment before invoking this paragraph.
- 6.9 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve Covad from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

- 7.1 Except as may be otherwise specifically provided in this Agreement, either Party (“Auditing Party”) may audit the other Party’s (“Audited Party”) books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party’s bills containing the charges applied under this Agreement. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$1,000,000.
- 7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.
- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party’s bills.

- 7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

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

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as Covad has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of Florida. Covad shall not place any Orders under this Agreement until it has obtained such authorization. Upon the request of Verizon, Covad shall provide proof of such authorization within thirty (30) days.

9. Billing and Payment; Disputed Amounts

- 9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement. Such statements shall be in electronic form, and contain information consistent with industry standards in Billing Output Specification, Bill Data Tape (BOS BDT) format.
- 9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement, in readable electronic form, is received by the billed Party. Payments shall be transmitted by electronic funds transfer. The billing Party shall provide any appropriate bill credits to the billed party within 60 days of incurring the obligation to provide such credits.
- 9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid. The billing Party shall use the claim number, if any, that the billed Party specifies in the notice of the dispute when referencing the Disputed Amounts with the billed Party. A Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall

pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution. If the billing Party determines that the disputed amounts are not owed to it, it must provide to the billed Party information identifying the bill and Bill Account Number (BAN) to which an appropriate credit will be applied. Where the billing Party's billing systems permit, the billed Party will provide the claim number specified by the billed Party on the bill to which the adjustment is applied. If the billed Party's claim number cannot be provided on the bill, then where the billing Party's billing systems permit, the billing Party will provide its claim number on the bill to which the adjustment is applied.

- 9.4 If the billing Party fails to receive payment for outstanding charges by the Due Date, it is entitled to assess a late payment charge to the billed Party. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.
- 9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.
- 9.6 If Verizon bills Covad for previously unbilled services or products that were provided more than ninety (90) days before the current bill date, Covad may, for the charges related to those specific services or products (and only those services or products), take an extra thirty (30) days to pay without incurring a late payment charge. Covad must invoke this right by notifying Verizon in writing within fifteen (15) days after receipt of the bill.

10. Confidentiality

- 10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
 - 10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
 - 10.1.2 Any forecasting information provided pursuant to this Agreement.
 - 10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as directory assistance service, operator service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
 - 10.1.4 information related to specific facilities or equipment (including, but not

limited to, cable and pair information);

- 10.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and
- 10.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential or "Proprietary".

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

- 10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:
 - 10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and
 - 10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 10 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 10.
- 10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:
 - 10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
 - 10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the

Receiving Party's Affiliates;

- 10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
 - 10.4.4 was developed by the Receiving Party without the developing persons having been previously shown prior to developing any of the Confidential Information;
 - 10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - 10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 10.7 The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.
- 10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

11. Counterparts

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

12. Default

If either Party ("Defaulting Party") fails to make a payment required by this Agreement

(including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party), and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, unless prohibited by Applicable Law, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder. If either Party ("Party in Breach") materially breaches any material provision of this Agreement not addressed under the preceding sentence, and such failure or breach continues for more than sixty (60) days after written notice thereof from the other Party, the other Party may, by written notice to the Party in Breach, unless prohibited under Applicable Law, (a) suspend the provision of any or all services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

13. Discontinuance of Service by Covad

- 13.1 If Covad proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, Covad shall send written notice of such discontinuance to Verizon, the Commission, and each of Covad's Customers. Covad shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, Covad shall send such notice at least thirty (30) days prior to its discontinuance of service.
- 13.2 Such notice must advise each Covad Customer that unless action is taken by the Covad Customer to switch to a different carrier prior to Covad's proposed discontinuance of service, the Covad Customer will be without the service provided by Covad to the Covad Customer.
- 13.3 Should a Covad Customer subsequently become a Verizon Customer, Covad shall provide Verizon with all information necessary for Verizon to establish service for the Covad Customer, including, but not limited to, the Covad Customer's billed name, listed name, service address, and billing address, and the services being provided to the Covad Customer.
- 13.4 Nothing in this Section 13 shall limit Verizon's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement.

14. Dispute Resolution

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

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

15. Force Majeure

- 15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party, subject to Section 15.2. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.
- 15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party and shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations that are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event, specifically including the other Party's obligation to pay rates for the services or network elements that the non-performing Party is unable to provide) until the delay, restriction or interference has ceased; provided however, that the non-performing Party so affected shall use commercially reasonable efforts to remove or mitigate such causes of nonperformance and both Parties shall proceed to perform whenever such causes are removed or cease.
- 15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement, nor shall a Force Majeure Event excuse Verizon from its obligations of nondiscrimination and parity treatment of competitors under Applicable Law.
- 15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16. Forecasts

In addition to any other forecasts required by this Agreement, upon request by Verizon, Covad shall provide to Verizon non-binding forecasts regarding the Services that Covad expects to purchase from Verizon, including, but not limited to, forecasts regarding the types and volumes of Services that Covad expects to purchase and the locations where such Services will be purchased.

17. Fraud

Each Party assumes responsibility for all fraud associated with its Customers and accounts. Neither Party is responsible for, and shall have no obligation to investigate or make adjustments to the other Party's account in cases of, fraud by the other Party's Customers or other third parties. The Parties shall cooperate with one another to

investigate, minimize, and take corrective action in cases of fraud.

18. Good Faith Performance

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

19. Headings

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

20. Indemnification

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

20.2 Indemnification Process.

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

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

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

20.2.4 If the Indemnified Person fails to comply with Section 20.2.3 with respect

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

- 20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.
- 20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.
- 20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.
- 20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.
- 20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, except for a claim within the indemnification obligation of Section 20.1, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

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

21. Insurance

21.1 Covad shall maintain during the term of this Agreement and for a period of two years thereafter all insurance required to satisfy its obligations under this

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

- 21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$1,000,000 combined single limit for each occurrence.
- 21.1.2 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least \$1,000,000 combined single limit for each occurrence.
- 21.1.3 Excess Liability Insurance, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
- 21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.
- 21.1.5 All risk property insurance on a full replacement cost basis for all of Covad's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.
- 21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Sections 21.4 and 21.5, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of Covad.
- 21.3 Covad shall name Verizon and Verizon's Affiliates as additional insureds on the foregoing liability insurance.
- 21.4 Covad shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, Covad's insurance policies, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director - Negotiations, Verizon Partner Solutions, 600 Hidden Ridge, HQEWMNOTICES, Irving, TX 75038.
- 21.5 Covad shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 21.4.
- 21.6 If Covad or Covad's contractors fail to maintain insurance as required in Sections 21.1 through 21.5, above, Verizon may (but shall not be obligated to) purchase such insurance and Covad shall reimburse Verizon for the cost of the insurance.

- 21.7 Certificates furnished by Covad or Covad's contractors shall contain a clause stating: "Verizon Florida Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22. Intellectual Property

- 22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 22.2 Except as stated in Section 22.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
- 22.4 Covad agrees that the Services provided by Verizon hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Verizon and Verizon's vendors. Verizon agrees to advise Covad, directly or through a third party, of any such terms, conditions or restrictions that may limit any Covad use of a Service provided by Verizon that is otherwise permitted by this Agreement. At Covad's written request, to the extent required by Applicable Law, Verizon will use Verizon's best efforts, as commercially practicable, to obtain intellectual property rights from Verizon's vendor to allow Covad to use the Service in the same manner as Verizon that are coextensive with Verizon's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Verizon has obtained Verizon's intellectual property rights. Covad shall reimburse Verizon for the cost of obtaining such rights.

23. Joint Work Product

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

24. Law Enforcement

- 24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Liability

- 25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.
- 25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.
- 25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.
- 25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:
 - 25.5.1 Under Sections 20, Indemnification or 41, Taxes;

- 25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;
 - 25.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
 - 25.5.4 for damages arising out of or resulting from (1) a Party's willful or intentional misconduct; or (2) a Party's intentional failure to perform a manifest duty in reckless disregard of the consequences for the other Party's property or the lives of its employees, agents and designees;
 - 25.5.5 of either Party to pay penalties related to and arising out of failure to adhere to the Performance Standards referenced in Section 31;
 - 25.5.6 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - 25.5.7 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or
 - 25.5.8 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 25.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 25.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.
- 25.8 No reference in this Section 25 to a Party's Affiliate, or director, officer or employee of a Party or a Party's Affiliate shall be construed as implying that any such Affiliate, director, officer, or employee is subject to any duties, liabilities, or obligations under this Agreement.

26. Network Management

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

- 26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.
- 26.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:
- 26.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and
- 26.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.
- 26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow its standard procedures for isolating and clearing the outage or trouble.

27. Non-Exclusive Remedies

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

28. Notice of Network Changes

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

29. Notices

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

29.1.1 shall be in writing;

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

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

To Covad:

Douglas Carlen
Senior Vice President & General Counsel
Covad Communications Company
110 Rio Robles
San Jose, CA 95134-1813
Telephone Number: (408) 952-6488
Facsimile Number: (408) 952-7539
Internet Address: dcarlen@covad.com

To Verizon:

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

with a copy to:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1515 North Court House Road
Suite 500
Arlington, VA 22201
Facsimile: (703) 351-3664

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

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

Business Day before 5 PM in the time zone where it is received, or the next Business Day after the date of transmission, if sent on other than a Business Day or on any day, after 5 PM in the time zone where it is received.

30. Ordering and Maintenance

Covad shall use Verizon's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If Verizon has not yet deployed an electronic capability for Covad to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, Covad shall use such other processes as Verizon has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission). The charges for such non-electronic processes shall be treated as if the means used were electronic, unless Covad specifically requests such non-electronic processes.

31. Performance Standards

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

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

32. Point of Contact for Covad Customers

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

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

33. Predecessor Agreements

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

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

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

33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties

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

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

34. Publicity and Use of Trademarks or Service Marks

- 34.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion. Nothing contained herein shall preclude Covad from truthfully representing orally to its customers upon their inquiry that Verizon is the underlying carrier for any particular part of its service.
- 34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.
- 34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

35. References

- 35.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.
- 35.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Verizon or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

36. Relationship of the Parties

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

- 36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.
- 36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 36.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

- 37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement and the provisions of this Agreement resulting from such arbitration; (b) to appeal or otherwise seek the reversal of and changes in any Commission order conditioning the approval of this Agreement on the Parties' acceptance of changes to terms that they had previously negotiated; (c) to challenge the lawfulness of this Agreement and any provision of this Agreement; (d) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; (e) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (f) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

38. Subcontractors

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

39. Successors and Assigns

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

40. Survival

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

41. Taxes

41.1 In General. With respect to any purchase hereunder of Services, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall properly bill the Purchasing Party for such Tax, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority.

41.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party (a) shall provide the Providing Party with notice in writing in accordance with Section 41.6 of this Agreement of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.

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

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

remit such Tax to the Providing Party as required by Section 41.1, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Providing Party does not collect any Tax as required by Section 41.1 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Purchasing Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, (x) the Providing Party shall be liable for any Tax imposed on its receipts and (y) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by such authority. If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

- 41.5 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, reasonably acceptable to the Providing Party (e.g., an agreement commonly used in the industry), which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax. If the Providing Party collects such tax during the effective period of the exemption, after the Purchasing Party has complied with the exemption procedure set forth above, the Providing Party will credit the Purchasing Party for such tax.
- 41.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of

service, and sent to the addressees set forth in Section 29 as well as to the following:

To Verizon:

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

To Covad:

Finance Department
110 Rio Robles
San Jose, CA 95134-1813

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

42. Technology Upgrades

Notwithstanding any other provision of this Agreement, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Covad's ability to provide service using certain technologies, provided that Verizon may disconnect existing Covad customers who are served on all copper loops, only if doing so would not be a violation of Applicable Law. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. Covad shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

43. Territory

- 43.1 This Agreement applies to the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the State of Florida. Verizon shall be obligated to provide Services under this Agreement only within this territory.
- 43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide Covad with 150 calendar days prior written notice, if possible, but not less than 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice.

44. Third Party Beneficiaries

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

under this Agreement to the Customers of the other Party or to any other third person.

45. [This Section Intentionally Left Blank]

46. 252(i) Obligations

To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act. To the extent that the exercise by Covad of any rights it may have under Section 252(i) results in the rearrangement of Services by Verizon, Covad shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services.

47. Use of Service

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

48. Waiver

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

The Parties agree that Covad may seek in the future to negotiate and potentially arbitrate (pursuant to 47 U.S.C. §§ 251 and 252) rates, terms, and conditions regarding interconnection of their networks for the purpose of exchanging voice traffic. Such negotiated and/or arbitrated interconnection provisions would be added to this Principal Document as an amendment.

49. Warranties

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

50. Withdrawal of Services

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with thirty (30) days prior written notice to Covad terminate any provision of this Agreement that provides for the payment by Verizon to Covad of compensation related to traffic, including, but not limited to, reciprocal compensation and other types of compensation for termination of traffic delivered by Verizon to Covad. Following such termination, except as otherwise agreed in writing by the Parties, Verizon shall be obligated to provide compensation to Covad related to traffic only to the extent required by Applicable Law. If Verizon exercises its right of termination under this Section, the Parties shall negotiate in good faith appropriate substitute provisions for

compensation related to traffic; provided, however, that except as otherwise voluntarily agreed by Verizon in writing in its sole discretion, Verizon shall be obligated to provide compensation to Covad related to traffic only to the extent required by Applicable Law. If within thirty (30) days after Verizon's notice of termination the Parties are unable to agree in writing upon mutually acceptable substitute provisions for compensation related to traffic, either Party may submit their disagreement to dispute resolution in accordance with Section 14 of this Agreement.

SIGNATURE PAGE

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

**DIECA COMMUNICATIONS, INC.
d/b/a COVAD COMMUNICATIONS COMPANY**

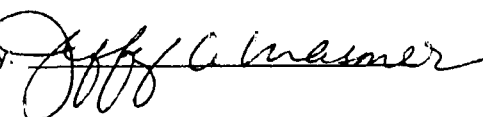
By: 

Printed: Douglas Carlen

Title: Senior Vice President and General Counsel

Date: 11/12/07

VERIZON FLORIDA INC.

By: 

Printed: Jeffrey A. Masoner

Title: Vice President Interconnection Services

Date: 11/19/07

GLOSSARY

1. General Rule

- 1.1 The provisions of Sections 1.1 through 1.4 and Section 2 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.
- 1.2 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Principal Document, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.
- 1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.
- 1.4 The words "shall" and "will" are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

- 2.1 Act.

The Communications Act of 1934 (47 U.S.C. §151 et. Seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.
- 2.2 Affiliate.

Shall have the meaning set forth in the Act.
- 2.3 Agent.

An agent or servant.
- 2.4 Agreement.

This Agreement, as defined in Section 1 of the General Terms and Conditions.
- 2.5 ANI (Automatic Number Identification).

The signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling Party.

2.6 Applicable Law.

All effective federal and state laws, government regulations and government orders (including orders related to merger commitments), applicable to each Party's performance of its obligations under this Agreement.

2.7 ASR (Access Service Request).

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

2.8 ATIS.

The Alliance for Telecommunications Industry Solutions.

2.9 BFR (Bona Fide Request).

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

2.10 Business Day.

Monday through Friday, except for holidays on which the U.S. mail is not delivered.

2.11 Calendar Quarter.

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

2.12 Calendar Year.

January through December.

2.13 Central Office.

An End Office or Tandem. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.14 Claims.

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

2.15 CLEC (Competitive Local Exchange Carrier).

Any Local Exchange Carrier other than Verizon that is operating as a Local Exchange Carrier in the territory in which Verizon operates as an ILEC in the

State of Florida. Covad is or shortly will become a CLEC.

2.16 CLLI Codes.

Common Language Location Identifier Codes.

2.17 Commission.

Florida Public Service Commission

2.18 CPNI (Customer Proprietary Network Information).

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

2.19 Customer.

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

2.20 Dark Fiber Transport.

Shall have the meaning set forth in Amendment No. 1 to this Agreement.

2.21 Dedicated Transport.

Shall have the meaning set forth in Amendment No. 1 to this Agreement.

2.22 Digital Signal Level.

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

2.23 Distribution Sub-Loop Facility.

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

2.24 DS0 (Digital Signal Level 0).

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

2.25 DS1 (Digital Signal Level 1).

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

2.26 DS3 (Digital Signal Level 3).

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

2.27 Effective Date.

Shall have the meaning set forth in the Preface of this Agreement.

2.28 EMI (Exchange Message Interface).

Standard used for the interexchange of telecommunications message information between local exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by the ATIS.

2.29 End Office.

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

2.30 Exchange Access.

Shall have the meaning set forth in the Act.

2.31 FCC.

The Federal Communications Commission.

2.32 FCC Regulations.

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

2.33 Federal Unbundling Rules.

Shall have the meaning set forth in Amendment No. 1 to this Agreement.

2.34 House and Riser Cable.

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 NID) if the NID is located at such Rate Demarcation Point).

2.35 IDLC (Integrated Digital Loop Carrier).

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

2.36 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.37 Inside Wire or Inside Wiring.

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

2.38 Internet Traffic.

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

2.39 InterLATA Service.

Shall have the meaning set forth in the Act.

2.40 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.41 ISDN (Integrated Services Digital Network).

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

2.43 IXC (Interexchange Carrier).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

2.44 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.45 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.46 LERG (Local Exchange Routing Guide).

A Telcordia Technologies reference containing NPA/NXX routing and homing information.

2.47 LIDB (Line Information Data Base).

Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and other entities and validation data for collect and third number-billed calls (e.g., data for billed number screening).

2.48 Line Side.

An End Office connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision and signaling for BRI-ISDN service.

2.49 Loop.

A transmission path that extends from a Main Distribution Frame or functionally

comparable piece of equipment in a Verizon End Office that serves the Customer, to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at the Customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

2.50 LSR (Local Service Request).

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

2.51 MDF (Main Distribution Frame).

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

2.52 NANP (North American Numbering Plan).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

2.53 Network Element.

Shall have the meaning stated in the Act.

2.54 NID (Network Interface Device).

Any means of interconnection of end-user customer premises wiring to Verizon's distribution plant, such as a cross connect device used for that purpose. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon's network.

2.55 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

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

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

- 2.57 Order.
- An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of lines or other Services for a stated period or minimum period of time).
- 2.58 Principal Document.
- This document, including, but not limited to, the Title Page, the Table of Contents, the Preface, the General Terms and Conditions, the signature page, this Glossary, the Attachments, and the Appendices to the Attachments.
- 2.59 Providing Party.
- A Party offering or providing a Service to the other Party under this Agreement.
- 2.60 Purchasing Party.
- A Party requesting or receiving a Service from the other Party under this Agreement.
- 2.61 Rate Demarcation Point.
- The physical point in a Verizon provided network facility at which Verizon's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in this Agreement, Verizon's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.
- 2.62 Retail Prices.
- The prices at which a Service is provided by Verizon at retail to subscribers who are not Telecommunications Carriers.
- 2.63 Service.
- Any Interconnection arrangement, Network Element, Telecommunications Service, collocation arrangement, or other service, facility or arrangement, offered by a Party under this Agreement. In agreeing to this definition, Covad does not waive any of its rights to lease and use Verizon's Network Elements on an unbundled basis consistent with Applicable Law.
- 2.64 SS7 (Signaling System 7).
- The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Verizon and Covad currently utilize this out-of-band signaling protocol.
- 2.65 Subsidiary.
- A corporation or other person that is controlled by a Party.
- 2.66 Tandem.

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

2.67 Tariff.

2.67.1 Any applicable Federal or state tariff of a Party, as amended from time-to-time; and

2.67.2 Any standard agreement or other document, as amended from time-to-time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

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

2.68 Telcordia Technologies.

The corporation formerly known as Bell Communications Research, a wholly owned subsidiary of Science Applications International Corporation (SAIC) and any successor entity performing this entity's functions of providing generic requirements for the telecommunications industry for products, services and technologies.

2.69 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.70 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.71 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.72 Third Party Claim.

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

2.73 Toxic or Hazardous Substance.

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

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

2.74 UDLC (Universal Digital Loop Carrier).

A form of digital Loop carrier system consisting of a Central Office Terminal and a Remote Terminal located in the outside plant or at a customer premises. The Central Office and the Remote Terminal units perform analog to digital conversions to allow the feeding facility to be digital.

2.75 Voice Grade.

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

2.76 Wire Center.

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

ADDITIONAL SERVICES ATTACHMENT

1. Alternate Billed Calls

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

2. Dialing Parity – Section 251(b)(3)

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

3. Directory Assistance (DA) and Operator Services

- 3.1 Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (OS), and/or directory assistance listings database. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.
- 3.2 Covad shall arrange, at its own expense, the trunking and other facilities required to transport traffic to and from the designated DA and OS switch locations.

4. Directory Listing and Directory Distribution

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

4.1 Listing Information.

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

4.2 Listing Information Supply.

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

4.3 Listing Inclusion and Distribution.

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

4.4 Verizon Information.

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

4.5 Confidentiality of Listing Information.

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

4.6 Accuracy.

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

4.7 Indemnification.

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

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

4.8 Liability.

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

4.9 Service Information Pages.

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

4.10 Directory Publication.

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

4.11 Other Directory Services.

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

5. Voice Information Service Traffic

5.1 For purposes of this Section 5, Voice Information Services and Voice Information Services Traffic refer to switched voice traffic, delivered to information service providers who offer recorded voice announcement information or open vocal discussion programs to the general public. Voice Information Services Traffic does not include any form of Internet Traffic. Voice Information Services Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

Voice Information Services Traffic is not subject to reciprocal compensation charges.

- 5.2 If a Covad Customer is served by resold Verizon Telecommunications Service, subject to any call blocking feature used by Covad, to the extent reasonably feasible, Verizon will route Voice Information Services Traffic originating from such Service to the Voice Information Services platform. For such Voice Information Services Traffic, unless Covad has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from Covad's Customers, Covad shall pay to Verizon without discount the Voice Information Services provider charges. Covad shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.
- 5.3 Covad shall have the option to route Voice Information Services Traffic that originates on its own network to the appropriate Voice Information Services platform(s) connected to Verizon's network. In the event Covad exercises such option, Covad will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Services serving switch. This trunk group will be utilized to allow Covad to route Voice Information Services Traffic originated on its network to Verizon. For such Voice Information Services Traffic, unless Covad has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from Covad's Customers, Covad shall pay to Verizon without discount the Voice Information Services provider charges. Covad shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.

6. Intercept and Referral Announcements

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

7. Originating Line Number Screening (OLNS)

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

8. Operations Support Systems (OSS) Services

8.1 Definitions.

The terms listed below shall have the meanings stated below:

- 8.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing. The pre-ordering function includes providing Covad nondiscriminatory access to the same detailed information about the loop that is available to Verizon and its affiliates.
- 8.1.2 Verizon OSS Services: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of Covad Usage Information to Covad pursuant to Section 8.3 of this Attachment; and, (b) "Verizon OSS Information", as defined in Section 8.1.4 of this Attachment.
- 8.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to Covad.
- 8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, Covad through or as a part of Verizon OSS Services, including all information set forth in the definition "Pre-ordering and ordering" in 47 CFR 51.5, to the extent that the rule remains Applicable Law. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a Covad Customer accessed by, or disclosed or provided to, Covad through or as a part of Verizon OSS Services; and, (b) any Covad Usage Information (as defined in Section 8.1.6 of this Attachment) accessed by, or disclosed or provided to Covad.
- 8.1.5 Verizon Retail Telecommunications Service: Any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.
- 8.1.6 Covad Usage Information: For a Verizon Retail Telecommunications Service purchased by Covad pursuant to the Resale Attachment, the usage information that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.
- 8.1.7 Customer Information: CPNI of a Customer as defined herein and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

8.2 Verizon OSS Services.

- 8.2.1 Upon request by Covad, Verizon shall provide to Covad, Verizon OSS Services. Such Verizon OSS Services will be provided pursuant to Applicable Law.
- 8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of Covad. Any changes will be conducted in accordance with the Verizon region-wide Change Management process. The Change Management process will, at a minimum, set forth detailed procedures for introduction of any changes to Verizon's Operations Support Systems and will provide for commercially reasonable notice to Covad of said changes.
- 8.2.3 Verizon, as part of its duty to provide access to the pre-ordering function, will provide Covad with nondiscriminatory access to the same detailed information about the loop within the same time interval as is available to Verizon and/or its affiliate.

8.3 Covad Usage Information.

- 8.3.1 Upon request by Covad, Verizon shall provide to Covad, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Covad Usage Information.
- 8.3.2 Covad Usage Information will be available to Covad through the following:
 - 8.3.2.1 Daily Usage File on Data Tape.
 - 8.3.2.2 Daily Usage File through Network Data Mover (NDM).
- 8.3.3 Covad Usage Information will be provided in an ATIS EMI format.
- 8.3.4 Daily Usage File Data Tapes provided pursuant to Section 8.3.2.1 of this Attachment will be issued each Business Day.
- 8.3.5 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Covad Usage Information will be provided to Covad shall be determined by Verizon.

8.4 Access to and Use of Verizon OSS Facilities.

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

- 8.4.2 Covad may access and use Verizon OSS Facilities only for those purposes for which Verizon is required by Applicable Law to provide such OSS Facilities to Covad.
- 8.4.3 Covad shall restrict access to and use of Verizon OSS Facilities to Covad. This Section 8 does not grant to Covad any right or license to grant sublicenses to other persons, or permission to other persons (except Covad's employees, agents and contractors, in accordance with Section 8.4.7 of this Attachment), to access or use Verizon OSS Facilities.
- 8.4.4 Covad shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for Covad's use under this Section 8.
- 8.4.5 Covad shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes); provided that Covad is given advance written notification (including notification given to the industry, via publicly accessible means, such as letters posted on Verizon's website) of all applicable practices and procedures and any changes to said practices and procedures.
- 8.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by Covad only in connection with Covad's use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by Covad as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by Covad to Verizon upon the earlier of request by Verizon or the expiration or termination of this Agreement.
- 8.4.7 Covad's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Covad's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by Covad's employees, agents, or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.2.3 of this Attachment.

8.5 Verizon OSS Information.

- 8.5.1 Subject to the provisions of this Section 8 and Applicable Law, Verizon grants to Covad a non-exclusive license to use Verizon OSS Information.
- 8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, and subject to Applicable Law, Covad shall acquire no rights in or to any Verizon OSS Information.

- 8.5.2.1 The provisions of this Section 8.5.2 shall apply to all Verizon OSS Information, except (a) Covad Usage Information, (b) CPNI of Covad, and (c) CPNI of a Verizon Customer or a Covad Customer, to the extent the Customer has authorized Covad to use the CPNI, or has authorized Covad to become the Customer's Telecommunications Service Provider.
- 8.5.2.2 Covad may access and use Verizon OSS Information only for those purposes for which Verizon is required by Applicable Law to provide such OSS Information to Covad.
- 8.5.2.3 Covad shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions.
- 8.5.2.4 Except as expressly stated in this Section 8, this Agreement does not grant to Covad any right or license to grant sublicenses to other persons, or permission to other persons (except Covad's employees, agents or contractors, in accordance with Section 8.5.2.5 of this Attachment), to access, use or disclose Verizon OSS Information.
- 8.5.2.5 Covad's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Covad's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by Covad's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.2.3 of this Attachment.
- 8.5.2.6 Covad's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by Covad to provide Telecommunications Services to Covad Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of this Agreement.
- 8.5.2.7 All Verizon OSS Information received by Covad shall be destroyed or returned by Covad to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.
- 8.5.3 Unless sooner terminated or suspended in accordance with this Agreement or this Section 8 (including, but not limited to, Section 2.2 of the General Terms and Conditions and Section 8.6.1 of this Attachment), Covad's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of this Agreement.
- 8.5.4 Audits.

8.5.4.1 Verizon shall have the right (but not the obligation) to audit Covad to ascertain whether Covad is complying with the requirements of Applicable Law and this Agreement with regard to Covad's access to, and use and disclosure of, Verizon OSS Information. Insofar as Verizon obtains access to Covad's operations support systems pursuant to Section 8.9.2 of this Attachment, Covad shall have the right (but not the obligation) to audit Verizon to ascertain whether Verizon is complying with the requirements of Applicable Law and this Agreement with regard to Verizon's access to, and use and disclosure of, Covad operations support systems information. Audits by either party shall not occur more frequently than once per year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit revealed violations of Applicable Law and/or this Agreement. Audits shall be pursued in a manner that minimizes disruption to the audited party.

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

8.5.4.3 Information obtained by Verizon or Covad pursuant to this Section 8.5.4. shall be treated by Verizon or Covad as Confidential Information of Verizon or Covad pursuant to Section 10 of the General Terms and Conditions; provided that, Verizon and Covad shall have the right (but not the obligation) to use and disclose information obtained pursuant to Section 8.5.4 of this Attachment to enforce Verizon's and Covad's rights under this Agreement or Applicable Law.

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

8.6 Liabilities and Remedies.

If Covad, or Covad's employees, agents or contractors materially breach, at any time, any of the provisions of Sections 8.4 or 8.5 of this Attachment, and such material breach continues for more than ten (10) days after receiving written notice thereof from Verizon, then Verizon shall have the right to seek relief from the appropriate regulatory body to suspend the license to use Verizon OSS Information granted by Section 8.5.1 of this Attachment and/or the provision of Verizon OSS Services, in whole or in part.

Such suspension of Covad's license shall not be deemed to be the exclusive

remedy for any such breach by Covad, or Covad's employees, agents or contractors, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

8.7 Relation to Applicable Law.

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

8.8 Cooperation.

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

8.8.1 Upon request by Verizon, but no more than quarterly, Covad shall submit to Verizon reasonable, good faith nonbinding estimates by state of the volume of each Verizon Retail Telecommunications Service for which Covad anticipates submitting orders. In the event that Covad becomes aware of spikes in demand above its forecast as provided to Verizon, Covad will notify Verizon and submit an update within two (2) Business Days.

8.8.2 Verizon will use commercially reasonable efforts to ensure that its OSS Systems are designed to accommodate current and reasonably projected demand for Verizon's OSS Services.

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

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

8.9 Verizon Access to Information Related to Covad Customers.

8.9.1 Verizon shall have the right to access, use and disclose information related to Covad Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the Covad Customer in the manner required by Applicable Law. Covad shall have the right (but not the obligation) to audit Verizon to ascertain whether Verizon is complying with the requirements of Applicable Law and this Agreement with regard to Verizon's access to, and use and disclosure of, information related to Covad's customers provided to Verizon by Covad. Such audits shall not occur more frequently than once per year; provided, however, that audits may be conducted more frequently (but no more frequently than once in

each Calendar Quarter) if the immediately preceding audit revealed violations of Applicable Law and/or this Agreement. Audits shall be pursued in a manner that minimizes disruption to Verizon.

8.9.2 Upon request by Verizon, Covad shall negotiate in good faith to provide Verizon access to Covad's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to Covad Customers (as authorized by the applicable Covad Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law. Nothing in this provision prevents Covad from taking the position that any rights that Verizon has to access Covad's operations support systems do not include information that is already in Verizon's possession.

8.10 Verizon Pre-OSS Services.

8.10.1 As used in this Section 8, "Verizon Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a Verizon OSS Service and which Verizon offers to provide to Covad prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to Covad. The term "Verizon Pre-OSS Service" includes, but is not limited to, the activity of placing orders for Verizon Services through a telephone facsimile communication.

8.10.2 Subject to the requirements of Applicable Law, the Verizon Pre-OSS Services that will be offered by Verizon shall be as determined by Verizon and Verizon shall have the right to change Verizon Pre-OSS Services, from time-to-time, subject to the Change Management process referred in, and implemented pursuant to the terms of, Section 8.2.2.

8.10.3 Subject to the requirements of Applicable Law, the rates for Verizon Pre-OSS Services shall be as determined by Verizon, and as approved as necessary by the Commission.

8.10.4 The provisions of Sections 8.4 through 8.8 of this Attachment shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 8.10: (a) references in Sections 8.4 through 8.8 of this Attachment to Verizon OSS Services shall be deemed to include Verizon Pre-OSS Services; and, (b) references in Sections 8.4 through 8.8 of this Attachment to Verizon OSS Information shall be deemed to include information made available to Covad through Verizon Pre-OSS Services.

8.11 Cancellations.

Verizon may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the most recent due date as reflected on the Local Service Confirmation (LSC). (Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) days to provision will be excluded from this provision).

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

- 9.1 Verizon shall afford Covad non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Verizon. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Verizon's applicable Tariffs, or, in the absence of an applicable Verizon Tariff, Verizon's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.
- 9.2 Covad shall afford Verizon non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Covad. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Covad's applicable Tariffs, or, in the absence of an applicable Covad Tariff, Covad's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. The terms, conditions and prices offered to Verizon by Covad for such access shall be no less favorable than the terms, conditions and prices offered to Covad by Verizon for access to poles, ducts, conduits and rights of way owned or controlled by Verizon.

10. Telephone Numbers

- 10.1 This Section applies in connection with Covad Customers served by Telecommunications Services provided by Verizon to Covad for resale.
- 10.2 Covad's use of telephone numbers shall be subject to Applicable Law the rules of the North American Numbering Council and the North American Numbering Plan Administrator, the applicable provisions of this Agreement (including, but not limited to, this Section 10), and Verizon's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time.
- 10.3 Subject to Sections 10.2 and 10.4 of this Attachment, if a Customer of either Verizon or Covad who is served by a Verizon Telecommunications Service ("VTS") changes the LEC that serves the Customer using such VTS (including a change from Verizon to Covad, from Covad to Verizon, or from Covad to a LEC other than Verizon), after such change, the Customer may continue to use with such VTS the telephone numbers that were assigned to the VTS for the use of such Customer by Verizon immediately prior to the change.
- 10.4 Verizon shall have the right to change the telephone numbers used by a Customer if at any time: (a) the Customer requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the Customer previously had service; (b) continued use of the telephone numbers is not technically feasible; or, (c) in the case of Telecommunications Service provided by Verizon to Covad for resale, the type or class of service subscribed to by the Customer changes.
- 10.5 If service on a VTS provided by Verizon to Covad under this Agreement is terminated and the telephone numbers associated with such VTS have not been ported to a Covad switch, the telephone numbers shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon Customers, Covad, or Telecommunications Carriers other than Verizon and Covad.
- 10.6 Covad may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone numbers.

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RESALE ATTACHMENT

1. General

Verizon shall provide its Telecommunications Services for resale by Covad, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, including to the extent applicable 47 C.F.R. §§ 51.603, 51.613; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services to Covad only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to Covad to the extent that provision of such Telecommunications Service is not required by Applicable Law.

2. Use of Verizon Telecommunications Services

- 2.1 Verizon Telecommunications Services may be purchased by Covad under this Resale Attachment only for the purpose of resale by Covad consistent with Applicable Law. Verizon Telecommunications Services to be purchased by Covad for other purposes (including, but not limited to, Covad's own use) must be purchased by Covad pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.
- 2.2 All restrictions imposed by Verizon (herein or elsewhere) on Covad's resale of Verizon Telecommunications Services shall be consistent with Applicable Law. Covad shall not resell:
 - 2.2.1 Residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business or other nonresidential Customers);
 - 2.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Verizon;
 - 2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon; or
 - 2.2.4 Any other Verizon service in violation of a restriction stated in this Agreement (including, but not limited to, a Verizon Tariff) that is not prohibited by Applicable Law.
 - 2.2.5 In addition to any other actions taken by Covad to comply with this Section, Covad shall take those actions required by Applicable Law to determine the eligibility of Covad Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. Covad shall indemnify Verizon from any Claims resulting from Covad's failure to take such actions required by Applicable Law.
 - 2.2.6 Verizon may perform audits to confirm Covad's conformity to the provisions of this Section. Such audits may be performed twice per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.

- 2.3 Covad shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.
- 2.4 Covad shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.
- 2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to Covad Customers.

3. Availability of Verizon Telecommunications Services

- 3.1 Verizon will provide a Verizon Telecommunications Service to Covad for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent that such Verizon Telecommunications Service is provided to Verizon's Customers.
- 3.2 Except as otherwise required by Applicable Law, subject to Section 3.1 of this Attachment, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw Verizon Telecommunications Services at any time, without the consent of Covad.
- 3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to Covad for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by Covad.

4. Responsibility for Charges

- 4.1 Covad shall be responsible for and pay to Verizon all charges for any Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon, that are ordered, activated or used by Covad, Covad Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to Covad pursuant to this Resale Attachment.
- 4.2 Upon request by Covad, Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by Covad such Verizon retail Telecommunications Service call blocking and call screening services as Verizon provides to its own end user retail Customers, where and to the extent Verizon provides such Verizon retail Telecommunications Service call blocking services to Verizon's own end user retail Customers. Covad understands and agrees that certain of Verizon's call blocking and call screening services are not

guaranteed to block or screen all calls and that notwithstanding Covad's purchase of such blocking or screening services, Covad's end user Customers or other persons ordering, activating or using Telecommunications Services on the resold dial tone lines may complete or accept calls which Covad intended to block. Notwithstanding the foregoing, Covad shall be responsible for and shall pay Verizon all charges for Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon in accordance with the terms of Section 4.1 above.

5. Operations Matters

5.1 Facilities.

- 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Verizon Telecommunications Services.
- 5.1.2 Verizon shall have access at all reasonable times to Covad Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Verizon Telecommunications Services. Upon the request of Verizon, Covad shall, at Covad's expense, obtain any rights and authorizations necessary for such access.
- 5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring provided by Covad or Covad Customers for use with Verizon Telecommunications Services.

5.2 Branding.

- 5.2.1 Except as stated in Section 5.2.2 of this Attachment, in providing Verizon Telecommunications Services to Covad, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to Covad to use Verizon's Marks.
- 5.2.2 To the extent required by Applicable Law, upon request by Covad and at prices, terms and conditions to be negotiated by Covad and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by Covad's trade name, or that are not identified by trade name, trademark or service mark.
- 5.2.3 If Verizon uses a third-party contractor to provide Verizon operator services or Verizon directory assistance services, Covad will be responsible for entering into a direct contractual arrangement with the third-party contractor at Covad's expense (a) to obtain identification of Verizon operator services or Verizon directory assistance services purchased by Covad for resale with Covad's trade name, or (b) to obtain removal of Verizon Marks from Verizon operator services or Verizon directory assistance services purchased by Covad for resale.

5.3 Discontinuance of Resold Services by End User.

Verizon shall provide Covad with notice of a Covad end user's change in local telecommunications service provider by providing electronic access to Verizon's line loss report. The line loss report is an electronic file made available, after completion of the service order, to CLECs and resellers listing those lines serving their end user customers that have moved to another telecommunications service provider.

6. Rates and Charges

The rates and charges for Verizon Telecommunication Services purchased by Covad for resale pursuant to this Attachment shall be as provided in this Attachment and the Pricing Attachment.

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NETWORK ELEMENTS ATTACHMENT

1. General

- 1.1 Verizon shall provide to Covad, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs, but only to the extent that such Tariffs are not inconsistent with this Principle Document) 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 Covad only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to Covad to the extent that provision of such UNEs or Combinations is not required by Applicable Law.
- 1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by Applicable Law. 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 (even if they do not have telecommunications services currently transmitted over them or are not currently being utilized by Verizon); and (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination. Notwithstanding the foregoing, Verizon shall provide routine network modifications in accordance with Amendment No. 1 to this Agreement.
- 1.3 Covad 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 Covad.
- 1.4 Notwithstanding any other provision of this Agreement:
 - 1.4.1 To the extent Verizon is required by a change in Applicable Law to provide to Covad a UNE or Combination that is not offered under this Agreement to Covad 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 a legally effective Verizon Tariff, or, in the absence of a legally effective Verizon Tariff, as mutually agreed in writing by the Parties.
 - 1.4.2 Verizon shall not be obligated to provide to Covad, and Covad shall not request from Verizon, access to a proprietary advanced intelligent network service, unless the Parties otherwise agree.
- 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 Covad, 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 UNE

or Combination, Verizon may terminate its provision of such UNE or Combination to Covad. If Verizon terminates its provision of a UNE or a Combination to Covad pursuant to this Section 1.5 and Covad elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Covad to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of Covad; and, (b) Covad shall pay all applicable charges for such services, including, but not limited to, any applicable transition 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 Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Covad on an unbundled basis or in combination with other Network Elements.
- 1.7 If as the result of Covad Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Covad Customer premises, Covad will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.
- 1.8 In provisioning loops that require Verizon to dispatch a technician to an end user's premises, Covad may request an appointment window during business hours on the day of the dispatch pursuant to the ordering processes set forth in Verizon's business rules. Any changes to those rules shall be implemented in accordance with the Verizon Change Management process. Verizon shall make good faith efforts to meet that appointment window, but does not guarantee that it will do so and failure to meet an appointment window shall not constitute a missed appointment for purposes of any performance measurements adopted by the state commission. On the day of the dispatch, the Verizon technician shall make good faith efforts to contact the end user upon arriving at the premises. Covad shall not be required to pay the non-recurring dispatch charge for dispatches that do not occur. However, Covad will be required to pay this charge when the Customer contact as designated by Covad is not available on the day of the dispatch so long as Verizon did not cause the Customer contact to be unavailable.

2. Verizon's Provision of Network Elements

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

- 2.1 Loops, as set forth in Section 3 of this Attachment;
- 2.2 [Intentionally Left Blank];
- 2.3 Line Splitting, as set forth in Section 5 of this Attachment;
- 2.4 Sub-Loops, as set forth in Section 6 of this Attachment;
- 2.5 Inside Wire, as set forth in Section 7 of this Attachment;

- 2.6 Dark Fiber, as set forth in Section 8 of this Attachment;
- 2.7 Network Interface Device, as set forth in Section 9 of this Attachment;
- 2.8 [Intentionally Left Blank]
- 2.9 Dedicated Transport as set forth in Section 11 of this Attachment;
- 2.10 [Intentionally Left Blank]
- 2.11 Operations Support Systems, as set forth in Section 13 of this Attachment; and
- 2.12 Other UNEs in accordance with Section 14 of this Attachment.

3. Loop Transmission Types

Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall allow Covad to access Loops unbundled from local switching and local transport, in accordance with this Section 3 and the rates and charges provided in the Pricing Attachment. Verizon shall allow Covad access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below in 3.1 through 3.11:

- 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 Verizon Technical Reference (TR)-72565, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities. Notwithstanding the foregoing, Verizon shall provide routine network modifications in accordance with Amendment No. 1 to this Agreement.
- 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 Loop is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities. Notwithstanding the foregoing, Verizon shall provide routine network modifications in accordance with Amendment No. 1 to this Agreement.
- 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/IDSL 2B1Q line code. This Loop type is more fully described in 1998 American National Standards Institute (ANSI) T1.601.1998 and Verizon TR 72575, as revised from time-to-time. In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. The 2-Wire ISDN Digital Grade Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Covad may order a 2-Wire Digital Compatible Loop using 2-wire ISDN ordering codes to provide similar capability.

Verizon will not build new facilities. Notwithstanding the foregoing, Verizon shall provide routine network modifications in accordance with Amendment No. 1 to this Agreement.

- 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. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new facilities. Notwithstanding the foregoing, Verizon shall provide routine network modifications in accordance with Amendment No. 1 to this Agreement. 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, or alternatively, connecting equipment should conform to the limits for SMC5 or SMC9 in T1-417-2001, as revised from time to time. The 2-Wire ADSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Covad may order a 2-Wire Digital Compatible Loop using 2-wire ADSL ordering codes to provide similar capability.
- 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 and interfaces at each end that is generally suitable for the transport of digital signals simultaneously in both directions. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met or alternatively, connecting equipment should conform to the limits for SMC2, SMC3 and SMC4 in T1-417-2001, as revised from time to time. 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 facilities. Notwithstanding the foregoing, Verizon shall provide routine network modifications in accordance with Amendment No. 1 to this Agreement. The 2-wire HDSL-compatible loop is available only in the former Bell Atlantic service areas. In the former GTE Service Areas only, Covad may order a 2-Wire Digital Compatible Loop using 2-Wire HDSL ordering codes to provide similar capability.
- 3.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of a two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria and a channel with 4 wire interfaces at each end that is generally suitable for the transport of digital signals simultaneously in both directions. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met or alternatively, connecting equipment should conform to the limits for SMC2, SMC3 and SMC4 in T1-417-2001. 4-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new facilities. Notwithstanding the foregoing, Verizon shall provide routine network modifications in accordance with Amendment No. 1 to this Agreement. The 4-Wire HDSL compatible loop is available in former Bell Atlantic service areas. Covad may order a GTE 4-Wire Designed Digital Loop to provide similar capability in the former GTE service area.
- 3.7 "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 Covad in accordance with, and subject to, the technical specifications set forth in Verizon TR-72575, as revised from time-to-time. Verizon will not build new facilities. Notwithstanding the foregoing, Verizon shall provide routine network modifications in accordance with Amendment No. 1 to this Agreement.

- 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 Loop is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. The 2-Wire IDSL-Compatible Metallic Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Covad may order a 2-Wire Digital Compatible Loop using ISDN ordering codes to provide similar capability. Notwithstanding the foregoing, Verizon shall provide routine network modifications in accordance with Amendment No. 1 to this Agreement.
- 3.9 "2-Wire SDSL-Compatible Loop", is intended to be used with symmetric DSL systems. This Loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1-417-2001 or alternately, connecting equipment should conform to the limits for SMC2 in T1-417-2001. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. The 2-Wire SDSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Covad may order a 2-Wire Digital Compatible Loop to provide similar capability. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new facilities. Notwithstanding the foregoing, Verizon shall provide routine network modifications in accordance with Amendment No. 1 to this Agreement.
- 3.10 "DS-1 Loops" provide a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS-1 Loop includes the electronics necessary to provide the DS-1 transmission rate. Except as set forth in Amendment No. 1, a DS-1 Loop will be provided only where the electronics necessary to provide the DS-1 transmission rate are currently available for a requested DS-1 Loop on the requested installation date. Except as set forth in Amendment No. 1, Verizon will not install new electronics. If the electronics necessary to provide Clear Channel (B8ZS) signaling are currently available for a requested DS-1 Loop on the requested installation date, upon request by Covad, the DS-1 Loop will be furnished with Clear Channel (B8ZS) signaling. Verizon will not install new electronics to furnish Clear Channel (B8ZS) signaling and Verizon will not build new facilities. Notwithstanding the foregoing, Verizon shall provide routine network modifications in accordance with Amendment No. 1 to this Agreement.
- 3.11 "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS-1 channels). This Loop type is

more fully described in Verizon TR 72575, as revised from time to time. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. Except as set forth in Amendment No. 1, a DS-3 Loop will be provided only where the electronics necessary to provide the DS-3 transmission rate are currently available for a requested DS-3 Loop on the requested installation date. Verizon will not install new electronics and Verizon will not build new facilities. Notwithstanding the foregoing, Verizon shall provide routine network modifications in accordance with Amendment No. 1 to this Agreement.

- 3.12 In the former Bell Atlantic Service Areas only, "Digital Designed Loops" are comprised of designed loops that meet specific Covad 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 (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");
 - 3.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");
 - 3.12.4 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; and
 - 3.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap;
 - 3.12.9 a 2W Digital Designed Metallic Loop, non-conforming, 18k ft. to 30k ft. (conditioning is not offered under this DDL option).
- 3.13 Verizon shall make Digital Designed Loops available Covad at the rates as set forth in the Pricing Attachment.
- 3.14 In the former GTE Service Areas only, "Conditioned Loops" are comprised of designed loops that meet specific Covad requirements for metallic loops over 12k ft. or for conditioning of 2-wire or 4-wire digital or BRI ISDN Loops. "Conditioned Loops" may include requests for:
- 3.14.1 a 2W Digital Loop with a total loop length of 12k to 30k ft., unloaded, with the option to remove bridged tap (such a Loop, unloaded, with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
 - 3.14.2 a 2W Digital Loop of 12k to 18k ft. with an option to remove load coils

and/or bridged tap (such a Loop with load coils and/or bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

- 3.14.3 a 2W Digital or 4W Digital Loop of less than 12k ft. with an option to remove bridged tap (such a 2W Loop with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
- 3.14.4 a 2W Digital Loop with Verizon-placed ISDN loop extension electronics (such a Loop with ISDN loop extension electronics so placed shall be deemed to be a "2W Digital Compatible Loop").
- 3.15 Verizon shall make Conditioned Loops available to Covad at the rates as set forth in the Pricing Attachment.
- 3.16 Covad and Verizon will follow Applicable Law governing spectrum management and provisioning of xDSL services.

If Covad seeks to deploy over Verizon's network a new loop technology that is not among the loop technologies described in the loop types set forth above (or in the cross-referenced sections of Verizon's tariff), then Covad shall submit to Verizon a written request, citing this section 3.16, setting forth the basis for its claim that the new technology complies with the industry standards for one or more of those loop types. Within forty-five (45) calendar days of receiving this request, Verizon shall either (a) identify for Covad the loop type that Covad should order when it seeks to deploy that loop technology, or (b) indicate that it does not agree with Covad's claim that the new technology complies with industry standards. With respect to option (a), if Verizon subsequently creates a new loop type specifically for the new loop technology, Covad agrees to convert previously-ordered loops to the new loop type and to use the new loop type on a going-forward basis. Verizon will employ good faith efforts to ensure that any such conversions are completed without any interruption of service. With respect to option (b), if Covad does not agree with Verizon's position, Covad may immediately institute an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction to resolve the dispute, without first pursuing dispute resolution in accordance with Section 14 of the General Terms and Conditions of this Agreement.

- 3.17 Verizon shall make Digital Designed Loops and Conditioned Loops available to Covad at the rates as set forth in the Pricing Attachment. The Parties agree that nothing herein constitutes a waiver of either Party's position, in a generic proceeding, including a network element cost proceeding, arbitration or other proceeding conducted before the Commission or a Commission-designated arbitrator, regarding prices to be charged for either loop conditioning or the Digital Designed Loop or Conditioned Loop products.
- 3.18 The following ordering procedures shall apply to xDSL Compatible Loops, Digital Designed and Conditioned Loops:
 - 3.18.1 Covad shall place orders for xDSL Compatible Loops, Digital Designed and Conditioned Loops by delivering to Verizon a valid electronic transmittal Service Order or other mutually agreed upon type of Service Order. Such Service Order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

- 3.18.2 [Intentionally Left Blank]
- 3.18.3 Verizon shall provide access to loop qualification information in accordance with, but only to the extent required by, Applicable Law, including 47 C.F.R. § 51.5 and 47 C.F.R. § 51.319(g). To the extent that Verizon's mechanized loop qualification database does not do so, Verizon shall provide Covad with nondiscriminatory access to the same manually accessed detailed information about the loop that is available to Verizon, or its Affiliate, in accordance with, but only to the extent required by, Applicable Law, including 47 CFR § 51.5 and 47 CFR § 51.319(g).
- 3.18.4 Covad may submit an order for a loop notwithstanding having received notice from Verizon during the pre-qualification process that the loop is "loop not qualified – T1 in the binder group" or in the same binder group as a "known disturber" as defined under FCC rules. Upon receipt of a valid LSR for such loop, Verizon will process the order in accordance with standard procedures. If Verizon needs to use manual procedures to process this LSR, it will do so at no charge to Covad. Upon the request of Covad, Verizon will provide Digital Designed Loop products for the loop in accordance with the Pricing Attachment or other forms of loop conditioning to be agreed upon by the Parties, subject to applicable charges.
- 3.18.5 In the former GTE Service Areas only, in those cases where Verizon does not have the ability to provide electronic prequalification information for a particular loop (or group of loops) to itself or to a Verizon affiliate, Covad may request loop makeup information for that loop (or those loops) through a manual process, by submitting a query form, prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, or IDSL Loop. Verizon will complete such a request within the same intervals that Verizon completes such requests for itself or a Verizon affiliate in the former GTE Service Area. In general, Verizon will provide the requested loop qualification information within five (5) business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.
- 3.18.6 If a query to the mechanized loop qualification database (or, in the former Bell Atlantic Service Area, 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), Covad may request an Engineering Query, as described in Section 3.13.9, to determine whether the result is due to characteristics of the loop itself (e.g. specific number and location of bridge taps, the specific number of load coils, or the gauge of the cable).
- 3.18.7 If Covad submits a Service Order for an xDSL Compatible Loop that has not been prequalified, Verizon will query the Service Order back to Covad for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. Verizon will accept Service Orders for BRI ISDN Loops without regard to whether they have been prequalified. The Parties agree that Covad may contest the prequalification finding for an order or set of orders. At Covad's option, and where available facilities exist, Verizon will provision any such contested order or set of orders as Digital Designed Loops, pending negotiations between the Parties and ultimately Covad's decision to seek

resolution of the dispute from either the Commission or the FCC.

3.18.8 If Covad submits a Service Order for an xDSL technologies or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, Verizon will, in the same interval that Verizon provides to itself or a Verizon Affiliate, respond back to Covad with a "Nonqualified" indicator and with the 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) or digital added main lines (DAMLs). Upon request by Covad Verizon shall credit Covad for any charges associated with processing a Service Order or provisioning a line share or stand alone xDSL loop in the cases where Verizon's prequalification process incorrectly indicated that the loop ordered by Covad met the appropriate technical characteristics established by Verizon for compatibility with ADSL, HDSL, IDSL and SDSL signals.

3.18.9 Where Covad has followed the prequalification procedure described above and has determined that a Loop is not compatible with xDSL technologies or BRI ISDN service in its existing condition, it may either request an Engineering Query, where available, to determine whether conditioning may make the Loop compatible with the applicable service; or if Covad is already aware of the conditioning required (e.g., where Covad has previously requested a qualification and has obtained loop characteristics), Covad may submit a Service Order for a Digital Designed Loop or Conditioned Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.18.9 upon receipt of Covad's valid, accurate and pre-qualified Service Order for a Digital Designed Loop or Conditioned Loop.

3.18.10 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. Where conditioning or loop extensions are requested by Covad, the shortest of the following interval applies for conditioning and/or extending loops: (1) the interval that Verizon provides to itself, or third parties or (2) the Commission-adopted 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.

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

3.18.12 Unless the parties agree via a written amendment to this Agreement, Verizon shall have no obligation to fulfill a Covad provisioning request when a dispatch is required for the purpose of shifting any existing Customer's service. For the avoidance of any doubt, if a dispatch is

required for any other provisioning reason, normal dispatch charges shall apply in accordance with the terms of this Agreement and the Pricing Attachment.

- 3.18.13 Covad may request Cooperative Testing in conjunction with its request for an xDSL Compatible Loop or Digital Designed Loop and any such loop on which Covad has opened a maintenance ticket. "Cooperative Testing" is a procedure whereby a Verizon technician, either through Covad's automated testing equipment or jointly with a Covad technician, verifies that an xDSL Compatible Loop or Digital Designed Loop is properly installed and operational prior to Verizon's completion of the order. When the Loop test shows that the Loop is operational, the Covad technician will provide the Verizon technician with a serial number to acknowledge that the Loop is operational. If the Parties mutually agree to modify the existing procedures, such procedures shall be effective notwithstanding anything in this section. Charges for Cooperative Testing are as set forth in the Pricing Attachment.

Where a technician is dispatched to provision a loop, the Verizon technician shall provide clear and precise circuit identification by tagging the demarcation point. Where tagging is deemed an unnecessary method of identifying a demarcation point because the demarcation is a customer distribution frame or a terminal with clearly labeled/stenciled/stamped terminations (such as cable and pair or jack and pin) or by another mutually agreed upon method, the appropriate cable and pair information or terminal identification shall be provided to Covad. Where a technician is not dispatched by Verizon, Verizon will provide Covad with the demarcation information Verizon possesses regarding the location of the circuit being provisioned.

- 3.18.14 Verizon shall provide Covad access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if Covad 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 Covad. If, however, no spare physical Loop is available, Verizon shall within three (3) Business Days of Covad's request notify Covad of the lack of available facilities. Upon request and to the extent required by Applicable Law, Verizon will provide Covad access to the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). Upon request and to the extent required by Applicable Law, Verizon will provide Covad access to the unbundled Local Loop 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.

- 3.19 Conversion of Live Telephone Exchange Service to Analog 2W Loops and xDSL Compatible Loops.

- 3.19.1 Coordinated conversion charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops and xDSL Compatible Loops, in addition to any preordering or ordering and provisioning nonrecurring charges in accordance with Appendix A of the Pricing Attachment.

- 3.20 The provisioning interval for all loops not requiring conditioning shall be the shortest of the following: (a) the interval Verizon provides to itself or an affiliate for an equivalent type circuit; or (b) the Commission-ordered interval.
- 3.21 Verizon shall not install a maintenance test unit or similar device at the customer NID or premises on any working xDSL line being leased by Covad, without the written permission of Covad.
- 3.22 [Intentionally Left Blank]
- 3.23 Migration of XDSL: Migration between carriers of an end user being provided with xDSL service over line shared or stand alone loops shall be consistent with such terms, conditions and guidelines as are agreed upon for such migrations through Verizon's Change Control process or in the ongoing DSL Collaboratives in the State of New York, NY PSC case 00-C-0127, allowing for local jurisdictional and OSS differences.

4. [Intentionally Left Blank]

5. Line Splitting (also referred to as “Loop Sharing”)

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, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s), and consistent with the procedures and other rules arising from the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences. The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing 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

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covad, Verizon shall allow Covad to access Distribution Sub-Loop Facilities unbundled from local switching and transport, in accordance with the terms of this Section 6 and the rates and charges set forth in the Pricing Attachment. The available Distribution Sub-Loop Facility types are as set forth below.

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

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covad, Verizon shall provide Covad with access to a Distribution Sub-Loop Facility in accordance with, and subject to, the terms and provisions of this Section 6.1 and the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Verizon’s applicable Tariffs. Verizon shall provide Covad with access to a Distribution Sub-Loop Facility in accordance with, but only to the extent required by, Applicable Law, including to the extent applicable in 47 CFR § 51.319(a)(2).

6.1.1 Covad may request that Verizon activate (if available) an unused drop and NID. Covad, with Customer authorization, may also request access to a drop and NID that, at the time of Covad’s request, Verizon or another CLEC is using to provide service to the Customer.

6.1.2 Covad may obtain access to a Distribution Sub-Loop Facility only at an FDI, through any method required by Applicable Law, in addition to existing methods such as from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if Covad is collocated at a remote terminal equipment enclosure and the FDI for such Distribution Sub-Loop Facility is located in such enclosure, from the collocation arrangement of Covad at such terminal. If Covad obtains access to a Distribution Sub-Loop Facility from a TOPIC, Covad shall install a TOPIC on an easement or Right of Way obtained by Covad within 100 feet of the Verizon FDI to which such Distribution Sub-Loop Facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of

applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a Covad TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable unless otherwise agreed to by the Parties. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by Covad for any of Covad's electronics in the TOPIC. Covad shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

- 6.1.3 Covad may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Covad, the following information regarding a Distribution Sub-Loop Facility that serves an identified Customer: the Distribution Sub-Loop Facility's length and gauge; whether the Distribution Sub-Loop Facility has loading and bridged tap; the amount of bridged tap (if any) on the Distribution Sub-Loop Facility; and, the location of the FDI to which the Distribution Sub-Loop Facility is connected.
- 6.1.4 To order access to a Distribution Sub-Loop Facility from a TOPIC, Covad must first request that Verizon connect the Verizon FDI, or other technically feasible access point to which the Distribution Sub-Loop Facility is connected to a Covad TOPIC. To make such a request, Covad must submit to Verizon an application (a "Distribution Sub-Loop Facility Interconnection Application") that identifies the FDI at which Covad wishes to access the Distribution Sub-Loop Facility. A Distribution Sub-Loop Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Distribution Sub-Loop Facility Interconnection Application shall also include a five-year forecast of Covad's demand for access to Distribution Sub-Loop Facilities at the requested FDI. Covad must submit the application fee set forth in the Pricing Attachment attached hereto and Verizon's applicable Tariffs (a "Distribution Sub-Loop Facility Application Fee") with Distribution Sub-Loop Facility Interconnection Application. Covad must submit Distribution Sub-Loop Facility Interconnection Applications to Covad's Account Manager.
- 6.1.5 Within sixty (60) days after it receives a complete Distribution Sub-Loop Facility Interconnection Application for access to a Distribution Sub-Loop Facility and the Distribution Sub-Loop Facility Application Fee for such application, Verizon shall provide to Covad a work order that describes the work that Verizon must perform to provide such access (a "Distribution Sub-Loop Facility Work Order") and a statement of the cost of such work (a "Distribution Sub-Loop Facility Interconnection Cost Statement").
- 6.1.6 Covad shall pay to Verizon fifty percent (50%) of the cost set forth in a Distribution Sub-Loop Facility Interconnection Cost Statement within sixty (60) days of Covad's receipt of such statement and the associated Distribution Sub-Loop Facility Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Distribution Sub-Loop Facility Interconnection Application shall be deemed to have been withdrawn if Covad breaches its payment obligation under this Section. Upon

Verizon's completion of the work that Verizon must perform to provide Covad with access to a Distribution Sub-Loop Facility, Verizon shall bill Covad, and Covad shall pay to Verizon, the balance of the cost set forth in the Distribution Sub-Loop Facility Interconnection Cost Statement for such access.

- 6.1.7 After Verizon has completed the installation of the interconnecting cable to a Covad TOPIC and Covad has paid the full cost of such installation, Covad can request the connection of Verizon Distribution Sub-Loop Facilities to the Covad TOPIC. At the same time, Covad shall advise Verizon of the services that Covad plans to provide over the Distribution Sub-Loop Facility, request any conditioning of the Distribution Sub-Loop Facility and assign the pairs in the interconnecting cable. Covad shall run any crosswires within the TOPIC, unless otherwise agreed to by the Parties.
- 6.1.8 If Covad requests that Verizon reactivate an unused drop and NID, then Covad shall provide dial tone (or its DSL equivalent) on the Covad 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 Distribution Sub-Loop Facility to the Covad dial tone or equivalent from the TOPIC. If Covad requests that Verizon provide Covad with access to a Distribution Sub-Loop Facility that, at the time of Covad's request, Verizon is using to provide service to a Customer, then, after Covad has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Distribution Sub-Loop Facility using the "loop through" approach. On the due date, Covad shall disconnect Verizon's dial tone, crosswire its dial tone to the Distribution Sub-Loop Facility and submit Covad's LNP request.
- 6.1.9 Verizon will not provide access to a Distribution Sub-Loop Facility if Verizon is using the loop of which the Distribution Sub-Loop Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.
- 6.1.10 Verizon shall provide Covad with access to a Distribution Sub-Loop Facility in accordance with negotiated intervals.
- 6.1.11 Verizon shall repair and maintain a Distribution Sub-Loop Facility at the request of Covad and subject to the time and material rates set forth in the Pricing Attachment, and/or the rates, terms and conditions of Verizon's applicable Tariffs. Covad accepts responsibility for initial trouble isolation for Distribution Sub-Loop Facilities. Covad shall provide Verizon with appropriate dispatch information based on its test results. If (a) Covad reports to Verizon a Customer trouble, (b) Covad requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Distribution Sub-Loop Facility facilities or equipment in whole or in part, Covad shall pay Verizon the charges set forth in the Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by Covad is not available at

the appointed time. If as the result of Covad instructions, and not as result of Verizon's actions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in the Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Covad by Verizon. If as the result of Covad 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 and/or Verizon's applicable Tariffs will be assessed per occurrence to Covad by Verizon.

6.2 [Intentionally Left Blank].

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow Covad to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment and the Pricing Attachment.

7. Inside Wire – House and Riser

7.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covad, Verizon shall provide to Covad access to a House and Riser Cable in accordance with this Section 7 and the rates and charges provided in the Pricing Attachment. Verizon will provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for Covad. Covad may access a House and Riser Cable only at the MPOE for such cable. Verizon shall provide Covad with access to House and Riser Cable in accordance with, but only to the extent required by, Applicable Law, including to the extent applicable in 47 CFR § 51.319(a)(2).

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

7.1.1 Covad 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, Covad 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 Covad'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 Covad's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.

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

7.2 To provide Covad 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

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

- 7.3 Covad 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 Covad 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 Covad's termination block, and Verizon shall determine how to perform such installation. Covad shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Covad in accordance with Covad's order for such services.
- 7.4 If a Covad compatible connecting block or spare termination on Covad's connecting block is not available at the time of installation, for reasons not attributed to Verizon, Verizon shall bill Covad, and Covad shall pay to Verizon, the Not Ready Charge set forth in the Pricing Attachment and the Parties shall establish a new cutover date.
- 7.5 Verizon shall perform all installation work on Verizon equipment in connection with Covad's use of Verizon's House and Riser Cable. All Covad 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 Covad. Covad shall be solely responsible for investigating and determining the source of all troubles, although Verizon shall cooperate to the extent necessary in any testing performed by Covad that is required. Covad will provide 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) Covad reports to Verizon a Customer trouble, (b) Covad 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 Covad 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 Covad is not available at the appointed time. If as the result of Covad instructions, and not as a result of Verizon's actions, 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 Covad by Verizon. If as the result of Covad instructions, and not as a result of Verizon's actions, 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 Covad by Verizon.

8. Dark Fiber

- 8.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covad, Verizon shall provide Covad with access to unbundled Dark Fiber Transport (as such terms are hereinafter defined) in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and, to the extent consistent with this Principal Document, rates, terms and conditions of Verizon's applicable Tariffs. Access to unbundled Dark Fiber Transport will be provided by Verizon only where existing facilities are available. Access to Dark Fiber Transport will be provided in accordance with, but only to the extent required by, Applicable Law. Dark Fiber Transport consist of Verizon optical transmission facilities without attached multiplexers, aggregation or other

electronics. To the extent Verizon's Dark Fiber Transport contain any lightwave repeaters (e.g., regenerators or optical amplifiers) installed thereon, Verizon shall not remove the same. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offerings. Notwithstanding the foregoing, Verizon shall provide Dark Fiber in accordance with Amendment No. 1 to this Agreement.

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

8.2.1 [Intentionally Left Blank]

8.2.2 Covad may access Dark Fiber Transport only at a pre-existing Verizon accessible terminal of such Dark Fiber Transport, and Covad may not access a Dark Fiber Transport at any other point, including, but not limited to, a splice point or case. Dark Fiber Transport is not available to Covad unless such Dark Fiber Transport already terminates on a Verizon accessible terminal. Except where required by Applicable Law, Verizon will not introduce additional splice points or open existing splice points to accommodate Covad'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 panel, are not available to Covad.

8.2.3 Except if and, to the extent required by, Applicable Law, Verizon will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate Covad's request.

8.2.4 In accordance with, but only to the extent required by, Applicable Law, Verizon shall (in accordance with the Pricing Attachment) perform all work necessary to install a cross connect or a fiber jumper including (1) from a Verizon accessible terminal to a Covad collocation arrangement, or (2) from a Verizon accessible Terminal to another Verizon Accessible Terminal in a Wire Center or Central Office where Covad is not collocated in order to provide an indirect Dark Fiber IOF route, as described in Section 8.2.5.

8.2.5 A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of Covad's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Transport may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of Covad's Dark Fiber Inquiry Form request, indicating whether Dark Fiber Transport may be available (if so available, an "Acknowledgement") based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Transport. Where a direct Dark Fiber Transport route is not available, Verizon will provide, where available, Dark Fiber Transport via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in the Pricing Attachment. In cases where Verizon provides Dark Fiber Transport via an indirect route as described in this section, Covad shall not be permitted to access the Dark Fiber Transport at any intermediate central office between the two Verizon central offices that are the end points of the route. In no event shall Verizon be

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

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

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

8.2.5.3 Covad shall submit an order for the reserved Dark Fiber Transport as soon as possible using the standard ordering process or parallel provisioning process as described in Sections 8.2.6 and 8.2.5.5 of the Network Elements Attachment. The standard ordering process shall be used when Covad does not have additional requirements for collocation. The parallel provisioning process shall be used when Covad requires new collocation facilities or changes to existing collocation arrangements.

8.2.5.4 If no order is received from Covad for the reserved Dark Fiber Transport within ten (10) Business Days from Covad's receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Transport that Verizon previously notified Covad are available. Should Covad submit an order to Verizon after the ten (10) Business Day reservation period for access to a Dark Fiber Transport that Verizon has previously notified Covad was available, Covad assumes all risk that such Dark Fiber Transport will no longer be available.

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

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

- 8.2.5.5.2 Verizon will parallel process Covad's requests for collocation, including augments, and Dark Fiber Transport.
- 8.2.5.5.3 Before Covad submits a request for parallel provisioning of collocation and Dark Fiber Transport, Covad will:
 - 8.2.5.5.3.1 submit a Dark Fiber Inquiry Form and receive an Acknowledgement from Verizon; and
 - 8.2.5.5.3.2 submit a collocation application for the Verizon Central Office(s) where the Dark Fiber Transport terminates and receive confirmation from Verizon that Covad's collocation application has been accepted.
- 8.2.5.5.4 Covad will prepare requests for parallel provisioning of collocation and Dark Fiber Transport in the manner and form reasonably specified by Verizon.
- 8.2.5.5.5 If Verizon's Collocation Tariff does not specify the amounts Covad must pay Verizon in the event Covad cancels or withdraws a collocation application prior to completion, then the following provision applies: if Verizon rejects Covad's Dark Fiber Transport request, Covad may cancel its collocation application within ten (10) Business Days of such rejection and receive a refund of the collocation application fee paid by Covad, less the costs Verizon incurred to date, except that if the costs Verizon incurred prior to cancellation exceed the collocation application fee paid by Covad, Verizon will bill and Covad will pay the excess amount.
- 8.2.5.5.6 If Verizon accepts Covad's Dark Fiber Transport request, Verizon will parallel provision the Dark Fiber Transport to a temporary location in Verizon's Central Office(s). Verizon will charge and Covad will pay for parallel provisioning of such Dark Fiber Transport at the rates specified in the Pricing Attachment beginning on the date that Verizon accepts each Dark Fiber Transport request.
- 8.2.5.5.7 Within ten (10) days after Verizon completes a Covad collocation application, Covad shall submit a Dark Fiber change request to reposition Dark Fiber Transport from the temporary location in that Verizon Central Office(s) to the permanent location at Covad's collocation arrangement in such Verizon Central Office(s). Covad will prepare such request(s) in the manner and form specified by Verizon.

- 8.2.5.5.8 If Covad cancels its collocation application, Covad must also submit a cancellation for the unbundled Dark Fiber Transport provisioned to the temporary location in the Verizon Central Office(s)
- 8.2.6 Covad shall order Dark Fiber Transport by sending to Verizon a separate ASR for each A to Z route.
- 8.2.7 Except as provided in Sections 8.1.4, 13 and 16 of the Network Elements Attachment, where a collocation arrangement can be accomplished in a Verizon premises, access to Dark Fiber Transport that terminate in a Verizon premises must be accomplished via a collocation arrangement in that Verizon premises. In circumstances where a collocation arrangement cannot be accomplished in a Verizon premises, the Parties agree to negotiate for possible alternative arrangements.
- 8.2.8 A Dark Fiber Transport will be offered to Covad in the condition that it is available in Verizon's network at the time that Covad submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to a Dark Fiber Transport for Covad's use.
- 8.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Transport, and, therefore, will not be offered to Covad as Dark Fiber Transport.
- 8.2.10 Fiber that has been assigned to fulfill a Customer order for maintenance purposes or for Verizon's lit fiber optic systems where planning and engineering work to implement a specific system is in progress, will not be offered to Covad as Dark Fiber Transport.
- 8.2.11 Covad shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Transport.
- 8.2.12 Covad may not resell to third parties Dark Fiber Transport, purchased pursuant to this Agreement.
- 8.2.13 In order to preserve the efficiency of its network, Verizon may, upon a showing of need to the Commission, limit Covad to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Transport in any given segment of Verizon's network. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:
- 8.2.13.1 Revoke Dark Fiber Transport leased to Covad upon a showing of need to the Commission and twelve (12) months' advance written notice to Covad; and
- 8.2.13.2 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Covad order for Dark Fiber Transport because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than

Covad, or impair Verizon's ability to meet a legal obligation.

- 8.2.14 Except as expressly set forth in this Agreement, Covad may not reserve Dark Fiber Transport.
- 8.2.15 Covad shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Transport accommodate the requirements of Covad, based upon Covad's service requirements, any testing by Covad, and potentially upon information about the facilities that may be provided by Verizon pursuant to a field survey that Covad may request; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Transport; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Transport to transmit Telecommunications Services traffic; and (d) except as set forth with respect to the parallel provisioning process addressed above, Covad's collocation arrangements with any proper optical cross connects or other equipment that Covad needs to access Dark Fiber Transport before it submits an order for such access. Covad hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the geographic location at which it wishes to establish a demarcation point for a Dark Fiber Transport, on or before the date that Covad places an order for the applicable Dark Fiber Transport, and that it shall maintain the same going forward.
- 8.2.16 Covad is responsible for trouble isolation before reporting trouble to Verizon. In the event that Verizon must perform emergency cable restoration to its facilities, reasonable efforts will be made to restore Covad's leased Dark Fiber Transport in the same manner as other fibers in the same cable sheath using Verizon's standard restoration procedures. Verizon shall use the same methods, procedures, and practices to maintain Covad's fibers as it does for its own fibers. If an entire ribbon degrades and Verizon would, in the ordinary course of business, repair the fiber, then Verizon will repair all of the strands in the ribbon, regardless of whether the fibers are being used by Covad or by Verizon. A dark fiber cable consists of multiple ribbons, which each contain individual fibers.
- 8.2.17 Covad is responsible for all work activities at the Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of Covad.
- 8.2.18 Acceptance Testing: After a dark fiber circuit is provisioned, Covad may request testing of the dark fiber circuit to determine actual transmission characteristics. Covad will be charged Verizon's standard time and materials rates for the testing (as set forth in the Pricing Attachment). If Covad subsequently determines that the dark fiber circuit provided by Verizon is not suitable, it must submit a request to disconnect the dark fiber circuit.
- 8.2.19 Covad may request the following, which shall be provided on a time and materials basis (as set forth in the Pricing Attachment).
- 8.2.19.1 A fiber layout map that shows the streets within a Verizon Wire Center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to Covad subject to the

agreement of Covad, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. Covad acknowledges that fiber layout maps do not show whether or not spare Dark Fiber Transport are available. Verizon shall provide fiber layout maps to Covad subject to a negotiated interval. Verizon will provide Covad with dark fiber maps to the extent that such maps can be provided as part of the dark fiber inquiry or field survey process.

8.2.19.2 A field survey that shows the availability of Dark Fiber Transport between two or more Verizon Central Offices, a Verizon Central Office and a Covad Central Office or a Verizon End Office and the premises of a Customer, shows whether or not such Dark Dark Fiber Transport are defective, shows whether or not such Dark Fiber Transport have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon's Dark Fiber Transport. If a field survey shows that a Dark Fiber Transport is available, Covad may reserve the Dark Fiber Transport, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If Covad submits an order for access to such Dark Fiber Transport after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Transport will be available when Verizon receives such order, and Covad assumes all risk that the Dark Fiber Transport will not be available. Verizon shall perform a field survey subject to a negotiated interval. If Covad submits an order for a Dark Fiber Transport without first obtaining the results of a field survey of such Dark Fiber Transport, Covad assumes all risk that the Dark Fiber Transport will not be compatible with Covad's equipment, including, but not limited to, order cancellation charges.

9. Network Interface Device

- 9.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Covad, Verizon shall permit Covad to connect a Covad Loop to the Inside Wiring of a Customer's premises through the use of a Verizon NID in accordance with this Section 9 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Covad with access to NIDs in accordance with, but only to the extent required by, Applicable Law. Covad may access a Verizon NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining Covad NID deployed by Covad or, if an entrance module is available in the Verizon NID, by connecting a Covad Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.
- 9.2 Unless otherwise agreed to by the Parties in writing, Covad shall not access, remove, disconnect or in any other way rearrange, Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.
- 9.3 Unless otherwise agreed to by the Parties in writing, except for purposes of trouble isolation, in which case Covad shall restore a Customer's Inside Wiring to its original condition, Covad shall not access, remove,

disconnect or in any other way rearrange, a Customer's Inside Wiring from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.

- 9.4 Unless otherwise agreed to by the Parties in writing, Covad shall not remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 Unless otherwise agreed to by the Parties in writing, Covad shall not remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.
- 9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).
- 9.7 When Covad is connecting a Covad-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Covad does not need to submit a request to Verizon and Verizon shall not charge Covad for access to the Verizon NID. In such instances, Covad shall comply with the provisions of Sections 9.2 through 9.7 of this Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 9.8 of this Attachment.
- 9.8 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Covad may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:
 - 9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, Covad may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to Covad's NID.
 - 9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, Covad may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wiring from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.
 - 9.8.3 Covad may request Verizon to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e. Covad, its agent, the building owner or the Customer). If Covad accesses the Customer's Inside Wiring as described in this Section 9.8.3 time and materials charges will be billed to the requesting Party (i.e. Covad, its agent, the building owner or the Customer).

10. [Intentionally Left Blank]

11. Dedicated Transport

11.1 Subject to the conditions set forth in Section 1 of this Attachment and Amendment No. 1 to this Agreement, where facilities are available, at Covad's request, Verizon shall provide Covad with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment. Verizon shall provide Covad with such Dedicated Transport in accordance with Amendment No. 1 to this Agreement. Verizon will not install new electronics, and Verizon will not build new facilities provided that Verizon shall provide routine network modifications in accordance with Amendment No. 1 to this Agreement. For the avoidance of any doubt, notwithstanding any other provision of this Agreement, Verizon shall not be required to provide unbundled access to shared (or common) transport.

11.2 If and, to the extent that, Covad has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and Covad has a right under the Federal Unbundling Rules to convert (and wishes to convert) such transport to unbundled Dedicated Transport under this Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion. If the transport to be converted comprises a portion of a High Capacity Expanded Extended Loop, (as defined in Amendment No.1), the applicable provisions of Amendment No.1 shall apply.

12. [Intentionally Left Blank]

13. Operations Support Systems

Subject to the conditions set forth in Section 1 of this Attachment and Section 8 of the Additional Services Attachment, Verizon shall provide Covad with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide Covad with such access in accordance with Applicable Law. All such transactions shall be submitted by Covad through such electronic interfaces.

14. Availability of Other Network Elements on an Unbundled Basis

14.1 Any request by Covad 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 of this Attachment. Covad 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 Network Elements

15.1 If (a) Covad reports to Verizon a Customer trouble, (b) Covad 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, and not as the result of Verizon's actions, then Covad 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 Covad is not available at the appointed time, so long as Verizon did not cause the Customer contact to be unavailable. Covad accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Covad instructions, and not as the result of Verizon's actions, 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 Covad by Verizon. However, if Verizon assesses any charges on Covad under this Section and the same trouble recurs within thirty (30) calendar days and the cause in both instances is determined to be Verizon's facilities then Covad may seek refund of all charges applicable to that trouble that were erroneously levied, and Verizon shall refund all such charges. If as the result of Covad instructions, and not as the result of Verizon's action, 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 Covad by Verizon.

15.2 Verizon agrees to respond to Covad trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers, its affiliates or third party Telecommunications Carrier. Verizon will maintain or repair the UNE loops that Covad orders in substantially the same time and manner as it maintains and repairs its retail loops and in accordance with the standards for the applicable loop type, as set forth in section 3 of this attachment

16. Combinations

Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall be obligated to provide 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 Covad, 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.

17. Rates and Charges

The rates and charges for UNEs, combinations and other services, facilities and arrangements offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

18. [Intentionally Left Blank]

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to Covad, in accordance with this Agreement, Verizon's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating Covad's interconnection with Verizon under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement or a Tariff, Verizon shall be obligated to provide Collocation to Covad only to the extent required by Applicable Law and may decline to provide Collocation to Covad to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to Covad in accordance with the rates, terms and conditions set forth in Verizon's effective Collocation tariff, titled "Facilities for Intrastate Access," Section 19. The act of providing, or requirement to provide, collocation, by itself, shall not be deemed to require Verizon to provide on an unbundled basis any facility that the Agreement does not otherwise require Verizon to provide on an unbundled basis.

2. Splitter Installation or Collocation Augmentation

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 Covad's collocation arrangement to support Line Splitting), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. Covad must submit the application for Collocation Augment, with the application fee to Verizon. Verizon will provision such collocation augments in accordance with the terms of the Verizon's effective Collocation Tariff, titled "Facilities for Intrastate Access", Section 19.

911 ATTACHMENT

1. 911/E-911 Arrangements

- 1.1 Covad may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which Covad provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide Covad with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, Covad and Verizon will negotiate arrangements to connect Covad to the 911 service in accordance with applicable state law.
- 1.2 Path and route diverse Interconnections for 911/E-911 shall be made at such points as necessary and mutually agreed, and/or as required by law or regulation.
- 1.3 Within thirty (30) days of its receipt of a complete and accurate request from Covad, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide Covad, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:
 - 1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where Covad is providing, or represents to Verizon that it intends to provide within sixty (60) days of Covad's request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis;
 - 1.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which Covad plans to offer Telephone Exchange Service;
 - 1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.
 - 1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.
 - 1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;
 - 1.3.6 prompt return of any Covad 911/E-911 data entry files containing errors, so that Covad may ensure the accuracy of the Customer records.

2. Electronic Interface

Covad shall use, where available, the appropriate Verizon electronic interface, through which Covad shall input and provide a daily update of 911/E-911 database information related to appropriate Covad Customers. In those areas where an electronic interface is not available, Covad shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon

standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards ("NENA"). Covad may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of Covad Customer information.

3. 911 Interconnection

Verizon and Covad will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of Covad systems to the 911/E-911 platforms and/or systems.

4. 911 Facilities

Covad shall be responsible for providing facilities from the Covad End Office to the 911 Tandem or selective router. Covad shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

5. Local Number Portability for use with 911

The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by Covad. Therefore, for those ported telephone numbers using INP, Covad will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, Covad will out pulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. Covad will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

5.1 Covad is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using Covad's NENA COID to lock and unlock records and the posting of Covad's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.

6. PSAP Coordination

Verizon and Covad will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

7. 911 Compensation

Covad will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in the Pricing Attachment.

8. 911 Rules and Regulations

Covad and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in Florida

9. [Intentionally Left Blank]

PRICING ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Verizon Telecommunications Services Provided to Covad for Resale Pursuant to the Resale Attachment

- 2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
 - 2.1.1 The Charges for a Verizon Telecommunications Service purchased by Covad for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section

251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.

- 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement (“CSA”) purchased by Covad for resale pursuant to Section 3.3 of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon’s Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Covad for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.3 Notwithstanding Sections 2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Covad for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.
- 2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:
 - 2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;
 - 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
 - 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
 - 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.

2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).

2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Covad pursuant to Section 3.3 of the Resale Attachment for which Covad is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).

2.3 Other Charges.

2.3.1 Covad shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to Covad.

3. Covad Prices

Notwithstanding any other provision of this Agreement, the Charges that Covad bills Verizon for Covad's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent Covad has demonstrated to Verizon, or, at Verizon's request, to the Commission or the FCC, that Covad's cost to provide such Covad Services to Verizon exceeds the Charges for Verizon's comparable Services. This provision covers only those services provided by Covad to Verizon under this Agreement.

4. [This Section Intentionally Left Blank]

5. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT^{1 2}

(FLORIDA)
V1.11

- I. **Rates and Charges for Transport and Termination of Traffic³**
- A. Reciprocal Compensation Traffic Termination
- Reciprocal Compensation Traffic End Office Rate: **\$0.0022574 per minute of use.**
- Reciprocal Compensation Traffic Tandem Rate: **\$0.0040108 per minute of use.**
- B. The Tandem Transit Traffic Service Charge is **\$0.0016723 per minute of use.**
- C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**
- D. Exchange Access Service: **Per Verizon interstate and/or Verizon intrastate access tariff**

¹ This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

UNE rates and charges set forth in this Appendix that are marked with a (♣) are pursuant to FL Order No. PSC-02-1574-FOF-TP, Docket No. 990649B-TP. These UNE rates became effective on August 5, 2003 for seventeen (17) named CLECs (per FL Order No. PSC-03-0896-PCO-TP) and became effective on December 8, 2004 for other CLECs.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Covad shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

² Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to Covad when purchasing these services for its use in the provision of Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by Covad in the carriage of Toll Traffic shall be subject to Verizon's tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

³ All rates and charges specified herein are pertaining to the Interconnection Attachment.

II. Services Available for Resale

The avoided cost discount for all Resale services is 13.04%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering	
CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69
Ordering and Provisioning	
Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17
Custom Handling	
Service Order Expedite:	
Engineered	\$ 35.48
Non-Engineered	\$ 12.59
Coordinated Conversions:	
ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59
Hot Coordinated Conversion First Hour:	
ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:	
ISO	\$ 6.40
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

III. Prices for Unbundled Network Elements⁴

Monthly Recurring Charges

Local Loop (Includes NID)

2 Wire Analog & Digital Loop (inclusive of NID)		
Zone 1 – High	\$	12.00 ▲
Zone 2 – Medium	\$	16.18 ▲
Zone 3 – Low	\$	27.54 ▲
4 Wire Analog & Digital Loop (inclusive of NID)		
Zone 1 – High	\$	28.45 ▲
Zone 2 – Medium	\$	38.36 ▲
Zone 3 – Low	\$	65.31 ▲
DS-1 Loop & PRI		
Zone 1	\$	130.25 ▲
Zone 2	\$	175.63 ▲
Zone 3	\$	299.06 ▲
DS-3 Loop (Statewide Average)	\$	972.23 ▲
Supplemental Features (must order with loop):		
ISDN-BRI Line Loop Extender	\$	4.83 ▲
Coin Loop Extension	\$	16.67 ▲

House and Riser Cable (Per Pair)

Statewide Average (assumes average of 5 floors)	\$	1.78 ▲
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⁴ For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Covad shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

▲ Ordered in Docket 990649B-TP, Order No. PSC-02-1574-FOF-TP issued November 15, 2002.

Sub-Loop

2-Wire Distribution (includes NID)		
Zone 1	\$	8.73▲
Zone 2	\$	11.77▲
Zone 3	\$	20.03▲
4-Wire Distribution (includes NID)		
Zone 1	\$	14.46▲
Zone 2	\$	19.49▲
Zone 3	\$	33.19▲
2-Wire Drop (includes NID)		
Zone 1	\$	1.50▲
Zone 2	\$	2.02▲
Zone 3	\$	3.44▲
4-Wire Drop (includes NID)		
Zone 1	\$	1.67▲
Zone 2	\$	2.25▲
Zone 3	\$	3.84▲

Network Interface Device (leased separately)

Per 2-Wire Loop	\$	1.28▲
Per 4-Wire Loop	\$	1.52▲

Dedicated Transport Facilities

Interoffice Dedicated Transport		
IDT DS0/VG Transport Facility per ALM	\$	0.02▲
IDT DS0/VG Transport per Termination	\$	11.00▲
IDT DS1 Transport Facility per ALM	\$	0.19▲
IDT DS1 Transport per Termination	\$	21.35▲
IDT DS3 Transport Facility per ALM	\$	0.94▲
IDT DS3 Transport per Termination	\$	50.50▲
Multiplexing (Dedicated Transport)		
DS1 to Voice Grade Multiplexing	\$	139.91▲
DS3 to DS1 Multiplexing	\$	385.33▲
DS1 Clear Channel Capability	\$	16.00

Unbundled Dark Fiber

Unbundled Dark Fiber Loops		
Dark Fiber Loop (per fiber strand)	\$	48.74▲
Unbundled Dark Fiber Dedicated Transport (per fiber strand)		
Dark Fiber IDT – Facility per ALM	\$	32.69▲
Dark Fiber IDT – per Termination	\$	1.69▲
Intermediate Office Cross Connect	\$	22.11

EEL Pricing

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, Multiplexing, & Clear Channel Capability).

Line Splitting (also referred to as “Loop Sharing”)^{5 6}

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement (“VLEC”) will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement (“Line Splitting Arrangement”), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to 2-wire digital UNE loop, 2-wire ADSL capable UNE loop, UNE local transport and usage rates, testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

⁵ Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

⁶ This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

NON-RECURRING CHARGES - OTHER UNE's

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech	Provisioning Service Connection	
			Initial Unit	Add'l Unit
LOCAL LOOPS (Includes NID)*				
2-WIRE LOOP				
Exchange - Basic - Initial	\$ 30.42	\$ 17.95	\$ 28.55	\$ 27.24
Exchange - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Exchange - Complex Non-Digital - Initial	\$ 30.42	\$ 17.95	\$ 46.58	\$ 45.27
Exchange - Complex Non-Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Complex Non-Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Exchange - Complex Digital - Initial	\$ 30.42	\$ 17.95	\$ 46.58	\$ 45.27
Exchange - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Advanced - Basic - Initial	\$ 30.42	\$ 17.92	\$ 187.44	\$ 164.81
Advanced - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 177.41	\$ 145.61
Advanced - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 48.97	\$ 27.98
4-WIRE LOOP				
Exchange - Basic - Initial	\$ 30.42	\$ 17.92	\$ 28.55	\$ 27.24
Exchange - Basic Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Advanced - Basic - Initial	\$ 30.42	\$ 17.95	\$ 187.44	\$ 164.81
Advanced - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 177.41	\$ 145.61
Advanced - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 48.97	\$ 27.98
DS-1 LOOP / PRI LOOP				
Advanced - Complex Digital - Initial	\$ 37.86	\$ 18.56	\$ 280.20	\$ 257.37
Advanced - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 154.80	\$ 123.00
Advanced - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 56.49	\$ 35.50
DS-3 LOOP				
Advanced - Complex Digital - Initial	\$ 37.86	\$ 18.56	\$ 280.20	\$ 257.37
Advanced - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 154.80	\$ 123.00
Advanced - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 56.49	\$ 35.50
HOUSE AND RISER CABLE*				
Exchange	\$ 39.89	\$ 26.85	\$ 30.25	N/A
Disconnect	\$ 9.44	\$ 6.16	\$ 25.70	N/A

* Ordered in Docket 990649B-TP, Order No. PSC-02-1574-FOF-TP issued November 15, 2002.

UNBUNDLED NID▲

Exchange	\$39.89	\$26.85	\$ 1.10	N/A
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SUB-LOOP▲**2 WIRE DISTRIBUTION & 4-WIRE DISTRIBUTION
(Includes NID)**

Exchange - FDI Distribution Connection - Initial	\$ 30.42	\$ 17.95	\$ 36.58	\$ 29.71
Exchange - FDI Distribution Connection - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 18.71	\$ 9.08
Exchange - FDI Distribution Connection - Subsequent	\$ 18.46	\$ 10.14	\$ 15.21	\$ 6.60

2-WIRE DROP & 4-WIRE DROP (Includes NID)

Serving Terminal Connection - Initial	\$ 30.42	\$ 17.95	\$ 13.17	\$ 8.24
Serving Terminal Disconnect	\$ 9.05	\$ 6.03	\$ 14.92	\$ 8.01
Serving Terminal Connection - Subsequent	\$ 18.46	\$ 10.14	\$ 12.06	\$ 5.91

DARK FIBER

Advanced - Service Inquiry Charge (Dark Fiber Record Review) ▲	\$ 316.40	\$ 314.73	N/A	N/A
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Unbundled DF Loops▲

Advanced - Unbundled Loop	\$ 44.02	\$ 42.35	\$ 67.62	\$N/A
Disconnect	\$ 25.71	\$ 25.71	\$ 67.62	N/A

Unbundled DF Dedicated Transport (Per Fiber Strand)▲

Advanced – UNE Inter-Office Dedicated Transport	\$ 44.02	\$ 42.35	\$ 70.29	N/A
Disconnect	\$ 25.71	\$ 25.71	\$ 70.29	N/A

Intermediate Office Cross connect	\$ 17.65			
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Dark Fiber Optional Engineering Services (Based on Time and Material charges, per hour)

Customer Access Facility (CAF) Planner	\$ 95.06
Business Response Provisioning Center (BRPC) Design	\$ 50.63
Central Office (CO) Maintenance	\$ 48.39
Outside Plant (OSP) Construction	\$ 59.99
Outside Plant (OSP) Engineer	\$ 83.98

ENHANCED EXTENDED LINK Loop portion (In addition, IDT charges apply if applicable to the EEL arrangement)▲

Advanced - Basic - Initial	\$ 53.12	\$ 35.38	\$ 277.83	N/A
Advanced - Basic - Disconnect	\$ 40.59	\$ 24.71	\$ 154.79	N/A
Advanced - Basic - Subsequent	\$ 44.36	\$ 24.94	\$ 87.41	N/A
DS0 Initial	\$ 53.12	\$ 35.38	\$ 242.65	N/A
DS0 - Initial Disconnect	\$ 40.59	\$ 24.71	\$ 140.04	N/A
DS0 – Subsequent	\$ 44.36	\$ 24.94	\$ 87.41	N/A
DS1/DS3 - Initial	\$ 61.55	\$ 44.83	\$331.84	N/A
DS1 / DS3 Disconnect	\$ 41.73	\$ 25.01	\$ 176.02	N/A
DS1/DS3 - Subsequent	\$ 44.36	\$ 24.94	\$ 86.89	N/A

UNE COMBINATIONS (EELs)▲

DS3 to DS1 Multiplexing	N/A	N/A	\$ 99.42	N/A
DS1 to Voice Multiplexing	N/A	N/A	\$ 99.42	N/A

Changeover Charge - (Conversion from Special Access to EELs)▲

Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$96.48	\$59.33	\$24.98	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$3.87	\$2.20	\$24.98	N/A
DS0 Changeover (As Is)	\$ 96.48	\$ 59.33	\$ 24.98	N/A
DS0 – Changeover (As Is) – MOG	\$ 3.87	\$ 2.20	\$ 24.98	N/A
DS1/DS3 Changeover (As Is)	\$ 106.97	\$ 69.83	\$ 24.98	N/A
DS1/DS3 Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 3.87	\$ 2.20	\$ 24.98	N/A

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Advanced - Basic - Initial	\$ 53.12	\$ 33.71	\$ 221.80	N/A
Advanced - Basic - Disconnect	\$ 40.59	\$ 24.71	\$ 103.55	N/A
Advanced - Basic - Subsequent	\$ 44.36	\$ 24.94	\$ 80.16	N/A
IDT DS0 / VG				
Advanced - Complex - Initial	\$ 61.55	\$ 43.16	\$ 314.33	N/A
Advanced - Complex - Disconnect	\$ 41.73	\$ 25.01	\$ 119.26	N/A
Advanced - Complex - Subsequent	\$ 44.36	\$ 24.94	\$ 86.89	N/A
IDT DS1 & IDT DS3				

INTEROFFICE DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement)▲

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Loop Qualification	\$ 0.51	\$ 0.51	N/A	N/A
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LOOP QUALIFICATION▲

Loop Conditioning - Bridged Tap Removal Only	N/A	N/A	N/A	N/A
Loop Conditioning - Bridged Tap Removal - Loops under 18,000 feet	N/A	N/A	\$ 0.00	N/A
Loop Conditioning - Bridged Tap Removal - Loops over 18,000 feet	N/A	N/A	\$ 249.91	\$ 249.91
Loop Conditioning - Load Coil Removal - Loops under 18,000 feet	N/A	N/A	\$ 0.00	N/A
Loop Conditioning - Load Coil Removal - Loops over 18,000 feet	N/A	N/A	\$ 249.91	\$ 249.91
Loop Conditioning - Load Coils / Bridged Tap Removal	N/A	N/A	\$ 0.00	\$ 0.00
Loop Conditioning - Load Coils / Bridged Tap Removal under 18,000 feet	N/A	N/A	\$ 568.62	\$ 249.91
Loop Conditioning - Load Coils / Bridged Tap Removal over 18,000 feet	N/A	N/A	\$ 568.62	\$ 249.91

LOOP CONDITIONING▲ (No charge for loops 18,000 feet or less)

LOCAL WHOLESALE SERVICES

Provisioning	Ordering	Ordering	Ordering	Manual
Service Connection	100%	Semi-Mech	Initial Unit	Unit
Address	Initial Unit	Address	Initial Unit	Unit

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech	Provisioning Service Connection	
			Initial Unit	Add'l Unit
MISCELLANEOUS CHARGES				
Coordinated Conversions▲				
Exchange – Standard Interval	\$ 22.27	\$ 22.27	N/A	N/A
Exchange – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
Advanced – Standard Interval	\$ 22.27	\$ 22.27	N/A	N/A
Advanced – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
Hot-Cut Coordinated Conversions▲				
Exchange – Standard Interval	\$ 75.48	\$ 75.48	N/A	N/A
Exchange – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
Advanced – Standard Interval	\$ 75.48	\$ 75.48	N/A	N/A
Advanced – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
EXPEDITES – Other				
UNE Loop/Port – Exchange Services▲	\$ 4.27	\$ 4.27	N/A	N/A
UNE Loop/Port – Advanced Services▲	\$ 25.32	\$ 25.32	N/A	N/A
Network Wholesale Products - Dedicated Transport/SS7/Dark Fiber	\$65.16	\$65.16	N/A	N/A
OTHER				
Customer Record Search (Per Account) ▲	\$ 7.13	N/A	N/A	N/A
Design Change Charge - EELs and Transport	\$27.00	\$27.00	N/A	N/A
CLEC Account Establishment (per CLEC) ▲	\$ 140.91	\$ 140.91	N/A	N/A
No Access Customer Will Advise▲	\$ 90.33	\$ 90.33	N/A	N/A

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Application of NRCs

Preordering:

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

Customer Record Search applies when Covad 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, Standard Sub-Loop Distribution, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution and Loop Conditioning.

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

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, and EELs.

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs

The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, Multiplexing and Clear Channel Capability.

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

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

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

Hot Coordinated Conversion First Hour applies if Covad requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

IV. Rates and Charges for 911

	Non-Recurring Charge	Monthly Recurring Charge
DS1	Tariff	Tariff
ALI Database Services		
Centralized ALI Port Per System (for third party data--Note 1)	\$200.00	\$62.00
PSALI Software Per Package	\$790.80	\$20.00
ALI Gateway/DMARCS Service	\$135.00	\$36.00
Selective Router Boundary Maps Per Map	\$125.00	N/A
MSAG Copies via Diskette/Electronic Per County		
First Copy Per Order	\$276.00	N/A
Daily Updates	\$ 37.00	N/A

V. Collocation Rates

See FL Intrastate Access Tariff, Section 19, Collocation Service.