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December 7, 2009

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

Re: Docket No. 090501-TP
Petition for arbitration of certain terms and conditions of an interconnection
agreement with Verizon Florida LLC by Bright House Networks Information
Services (Florida), LLC

Dear Ms. Cole:

Enclosed for filing in the above matter are an original and seven copies of Verizon
Florida LLC's Response to Bright House Networks Information Services (Florida), LLC's
Petition for Arbitration of Interconnection Agreement. Service has been made as
indicated on the Certificate of Service. If there are any questions regarding this filing,
please contact me at (770) 284-3620.

Sincerely, *DL*

Dulaney L. O'Roark III

Dulaney L. O'Roark III

tas

Enclosures

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APA	_____
ECR	_____
GCL	_____
RAD	_____
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11794 DEC-7 8

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via electronic mail on December 7, 2009 to:

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WC for

Dulaney L. O'Roark III
Dulaney L. O'Roark III

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of terms and conditions of an interconnection agreement with Verizon Florida LLC by Bright House Networks Information Services (Florida), LLC)
Docket No. 090501-TP)
Filed: December 7, 2009)
_____)

**VERIZON FLORIDA LLC'S RESPONSE TO
BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA), LLC'S
PETITION FOR ARBITRATION OF INTERCONNECTION AGREEMENT**

Verizon Florida LLC ("Verizon") responds to the Petition for Arbitration ("Petition") filed by Bright House Networks Information Services (Florida), LLC ("Bright House" or "Bright House Networks") on November 3, 2009.

A. Introduction

Bright House has done its best to avoid alerting the Commission to the extraordinary nature and scope of this arbitration. Instead of identifying specific arbitration issues related to the 200-plus disputed contract provisions, Bright House engages in high-level policy discussion of the general themes of the arbitration as Bright House sees them. But neither Bright House's discussion of the "key issues in dispute" (Petition at 8-10) nor its broad "issue" groupings (*id.* at 22-30) even hint at Bright House's most extreme demand in this arbitration—that is, interconnection with Verizon in Internet protocol ("IP") format, rather than the industry-standard time division multiplexing ("TDM") format that Bright House and Verizon are successfully using today.

Indeed, Bright House's existing interconnection arrangements with Verizon have been so successful that Bright House's cable affiliate ("Bright House Cable") has grown into "the second largest residential landline voice service provider, serving roughly one-third of the residential market" in the Tampa Bay area. (Petition at 4, 3 ("Consumers

DOCUMENT NUMBER-DATE

11794 DEC-7 8

FPSC-COMMISSION CLERK

Are Enjoying the Benefits of Retail Phone Competition”).) Bright House Cable, which is not regulated by this Commission, provides voice over Internet protocol (“VoIP”) telephone service to its end users using an IP network. Bright House Networks, the entity that filed for arbitration, does not serve any end users (or any wholesale customers other than Bright House Cable); it is a “middle-man” connecting Verizon’s end users with Bright House Cable’s end users.

Even though interconnection with Verizon’s existing network has allowed Bright House to thrive, Bright House wants to interconnect with a superior, IP-based network that Verizon does not yet have. Bright House has no right to, and no need for, such IP interconnection—and the one-off regulatory mandates it seeks are the surest way to *undermine* ongoing efforts to develop IP-to-IP interconnection.

Although Verizon is moving toward a network capable of processing voice traffic in IP format, virtually all of its network is still circuit-switched, using traditional TDM technology. Therefore, Bright House (and every other provider sending Verizon VoIP traffic) currently converts its VoIP traffic to TDM format before delivering it to Verizon, and it (or Bright House Cable) converts traffic received from Verizon in TDM format to IP format before that traffic is delivered to Bright House Cable’s end-user customers. This conversion process is currently the industry norm, as newer, IP networks interconnect with the largely circuit-switched networks of incumbents and other LECs.

Over time, of course, as technologies and networks continue to evolve, the industry as a whole may well move to IP-to-IP interconnection as their networks are rebuilt to accommodate such interconnection. But this transition toward increased use of IP-based services in communications is—and should remain—market-led. Industry

participants, including both CLECs and incumbents such as Verizon, already are engaged in discussions to identify and resolve the complex technical issues associated with IP interconnection, including the need to develop industry standards for exchanging traffic in IP format. Such interconnection standards are best established through industry bodies and commercial agreements between providers, no different from the voluntary standards and agreements that govern the Internet today.

Indeed, the Internet—which is composed of a series of individual IP networks, owned and operated by many different entities—is perhaps the clearest example of networks interconnecting on commercially negotiated terms in the absence of any regulatory mandates. Owners of IP networks have entered into voluntarily negotiated, arms-length agreements that specify where and how traffic will be exchanged, and whether and how compensation will be paid for the exchange of traffic. The negotiated, commercial agreements between IP network owners, which capitalize on networks' strong incentives to interconnect, have been tremendously successful and have been credited for the rapid growth in the capacity of the Internet.

Given that the industry is undergoing a migration over time toward the widespread use of IP technology for voice traffic, there is no reason to believe that providers will not also migrate over time toward interconnection in IP format with one another's IP networks, once industry standards are agreed to and providers have deployed the capability to do so. The commercial agreements that will govern IP interconnection can most efficiently address not only technical issues, but the myriad other details—including administrative and financial responsibility for required facilities

and arrangements and associated compensation—that Bright House's IP interconnection proposal here completely disregards.

In urging the Commission to impose IP interconnection and traffic exchange obligations on Verizon under section 251 of the Telecommunications Act of 1996 ("Act"), Bright House ignores the evidence that the industry is likely to migrate over time to connecting IP networks on commercial terms in much the same way as IP networks connect on commercial terms in other parts of the Internet today. It also ignores the fact that VoIP and "[b]roadband services, regardless of the provider, platform, or protocol," are "exempt from oversight by the commission." Fl. Stat. ch. 364.011. Broadband and VoIP are among the "[c]ommunications activities that are not regulated by the Florida Public Service Commission," because of the explicit legislative finding that "the provision of voice-over-Internet protocol (VOIP) free of unnecessary regulation, regardless of the provider, is in the public interest." Fl. Stat. ch. 364.01(d).

The Florida Legislature correctly recognized that reliance on the market, not regulation, is the best way to promote the development of advanced communications networks. Given this express policy directive, the Commission must reject Bright House's effort to expand "old world" regulatory obligations that were imposed in the 1996 Act, for very different purposes, against a backdrop in which carriers had been the exclusive providers of local, switched telephone services. That backdrop is not relevant to next-generation broadband services, where all market entrants must invest substantial capital in network facilities to deploy novel, IP-based services, and where wireline is just one of many delivery platforms for broadband services. Incumbent LECs start with no historical advantages in the deployment of next-generation IP networks.

Indeed, Verizon is only in the beginning stages of building its IP network, while Bright House Cable is serving customers exclusively with its own IP network.

Bright House's Florida operations—with Bright House Networks interposed between Bright House Cable and the local exchange carriers, like Verizon, that exchange Bright House Cable's traffic—are deliberately structured to insulate Bright House Cable's own IP broadband network from Commission regulation. Yet Bright House is asking the Commission to regulate Verizon's emerging IP broadband network. Bright House has not and cannot identify any reason for this disparate treatment of the parties' IP broadband networks.

Moreover, there is no requirement for Verizon to deploy a new network using new technology solely to suit an interconnecting carrier. Although Bright House has sought to raise in this arbitration the issue of whether it may obtain such IP interconnection with Verizon,¹ it cannot claim any legal entitlement to this new type of interconnection. Incumbents like Verizon have no obligation to provide other carriers whatever interconnection arrangements they want, regardless of how burdensome or costly it may be for the incumbent to develop and deploy such arrangements.² As the United States Court of Appeals for the Eighth Circuit made clear over a decade ago, the

¹ Verizon did not agree to negotiate the issue of IP interconnection.

² Although Verizon's discussion here assumes, *arguendo*, that section 251(c) of the Act applies to Bright House's arbitration request, Verizon does not waive any claims that it has no section 251(c) obligations to Bright House because Bright House is not acting as a telecommunications carrier providing telephone exchange service or exchange access. The Commission need not, in any event, reach the issue of whether Bright House is providing any services that would entitle it to section 251(c) interconnection if the Commission concludes, as Verizon argues here, that Bright House's IP interconnection request is an improper demand for interconnection with a superior network. In addition, the Commission should not seek to resolve the question whether the VoIP traffic Bright House handles is properly classified as a telecommunications or information service; the legal issue of the regulatory classification of IP services is appropriately before the FCC.

Act requires access “only to an incumbent LEC’s *existing* network—not to a yet unbuilt superior one.” *Id.* at 813 (emphasis in original).

Bright House’s request for IP interconnection is not a request to interconnect with the existing Verizon network, but rather a request for access to an unbuilt, superior network, so the Commission must reject it. Verizon is willing to continue exchanging traffic with Bright House as it does today under existing arrangements in TDM format, and it will work with Bright House to resolve the complex technical, financial, and administrative details associated with IP interconnection. But Verizon cannot develop IP interconnection capability overnight, even if the Commission could order Verizon to do so (and it cannot). IP-to-IP interconnection will evolve just as the Internet has—via voluntary commercial agreements. This Commission should give no serious consideration to interfering with a functioning marketplace by imposing IP interconnection mandates on only Verizon’s IP network, as Bright House asks the Commission to do here.

Nor should the Commission accept any of Bright House’s other proposals for Verizon to accommodate Bright House with uniquely favorable arrangements, regardless of the cost to Verizon. Although Bright House’s IP interconnection proposal is the most outrageous of its demands, it is just one aspect of Bright House’s campaign to obtain discriminatory arrangements to which it has no legal entitlement. For example, Bright House seeks to force Verizon to build its network out half a mile to Bright House’s preferred interconnection point. And Bright House wants Verizon to provide free services, including directory listings for Bright House Cable’s end users and services Verizon might provide Bright House in the future, but that are not specifically listed in

the contract. Bright House has no right to these or any of the other scores of exclusive advantages it seeks.

B. Negotiating History and Bright House's Premature Arbitration Filing

Certain aspects – including material ones—of Bright House's account of the parties' negotiating history are not accurate. Bright House is correct that the start date for negotiations was May 27, 2009. But, contrary to Bright House's suggestion, Verizon did not lead Bright House to believe that Verizon would "optimize[]" the standard contract it offers to all CLECs "to Bright House's situation" (Petition at 8) before Verizon sent that document to Bright House. It would be a waste of time for Verizon to guess at how Bright House or any interconnecting carrier might wish to revise Verizon's standard contract to "optimize" it to that party's particular needs and interests. In any event, Verizon wasted no time in getting its draft contract to Bright House. It was sent to Bright House on May 29³—not "early June", as Bright House states. *Id.*

Bright House admits that it then took three and a half months—until September 18, 2009—before sending Verizon a marked-up version of the contract with its "optimizations." (Petition at 8.) Bright House tries to excuse this delay by claiming that it was "a formidable task" to revise the contract because it was allegedly so "actively unfavorable to competitors." *Id.* at 8. Bright House has mischaracterized Verizon's standard agreement, which accurately reflects Verizon's legal obligations to interconnecting carriers, and which has served as the basis for hundreds of interconnection arrangements across the country—without anywhere near the extent of

³ Petition, Ex. 6, e-mail from K. Robertson, Verizon, to C. Cowden and C. Savage, Bright House, dated May 29, 2009, attaching Verizon's standard comprehensive interconnection agreement.

revisions Bright House proposed. Indeed, many competitors sign Verizon's standard contract without proposing *any* changes.

Despite spending more than three months on its near-complete overhaul of all aspects of the contract—from the preface to the pricing attachment and everything in between—Bright House demanded that Verizon provide in just two weeks a “written response” to Bright House's positions, reflected in Bright House's “decision point list” (“DPL”). *Id.* at 3. Verizon's counsel responded: “It took Bright House three and a half months to raise these several hundred issues; I expect it will take Verizon more than two weeks to respond.” *Id.* at 2.

In its Petition, Bright House nevertheless criticizes Verizon for failing to respond promptly, in writing, to Bright House's stated positions—as well as for choosing “live” negotiating sessions over exchanges of written positions on Bright House's DPL. (Petition at 8-9.) This criticism highlights the parties' differing objectives in the negotiations. Verizon opted for actual negotiations, rather than exchanging one-or-two-sentence position statements in a DPL, because Verizon actually wanted to settle as many issues as possible. Bright House's main objective, on the other hand, was apparently to record each party's positions on the DPL, so it could claim the parties had negotiated all issues and their disputes were ripe for arbitration.

As Bright House notes, the parties held many negotiating sessions. Although Bright House asserts that “[t]ime...was not on our side” (*Id.* at 9), there is no way Bright House could have expected to make a good faith effort to resolve the *hundreds* of language disputes it raised, in less than half the time it took Bright House to come up with those disputes. Bright House admits that, when it filed its Petition, the parties had

never even discussed entire portions of the contract, including the Glossary and certain aspects of the Additional Services Attachment. (Petition at 9.) What Bright House does not tell the Commission is that the parties had never discussed significant portions of the Interconnection Attachment, either. That section, of course, is at the heart of the parties' relationship, and that is where Bright House's unprecedented language with respect to IP interconnection appears.

Bright House's DPL reflects the unfinished state of negotiations, admitting that, in numerous instances, the parties had not discussed the listed contract provisions. In others, the DPL states that the parties had reached tentative agreement, but that Verizon had not yet seen the implementing language.

Typically, if parties cannot cover all of their disputes by the time the window for arbitration under section 252 of the Act would otherwise close, they will agree to adjust the start date for negotiations and thus extend the negotiating period. In this way, the Commission and parties do not waste time on litigation of disputes that could have been resolved through negotiation.

Bright House, however, would not consider extending the negotiation period. Instead, it chose to file a premature arbitration petition, improperly presenting for arbitration disputes that had not been fully discussed — or, in some cases, discussed at all—with Verizon. Bright House's stated intent to continue negotiating while the arbitration is underway does not make its petition any less inappropriate. Verizon will keep negotiating to the extent that it can, but now its resources (as well as Bright House's) will have to be shifted away from resolving disputes through negotiation to litigating those disputes in this arbitration.

And the scope of the arbitration petition is enormous. As Verizon noted at the outset, Bright House has not even identified any issues for resolution. It has, instead, filed a relatively brief arbitration petition setting forth seven general issue groupings and high-level policy positions. These issue themes give the Commission little idea of the contract disputes it is being asked to decide. Only Bright House's DPL—which, at 130 pages, is about as long as the draft contract itself—reveals the scope of the arbitration. There, Bright House lists the actual language disputes, each of which the Commission will need to evaluate to resolve this arbitration.

Despite the unprecedented size and scope of this arbitration Bright House has laid (prematurely) at the Commission's feet, Bright House urges the Commission to conclude it by February 27, 2010—that is, in little more time than it took Bright House to review Verizon's proposed contract. Finishing an arbitration of this magnitude and novelty in less than three months from now will be impossible. The Prehearing Officer should advise Staff and the parties to agree on a manageable, realistic schedule that will allow the Commission to render an informed decision in this arbitration. In addition, an extension would give the parties a greater opportunity to negotiate and resolve items that should have been addressed before Bright House filed for arbitration. If the Commission believes the parties must agree to waive the nine-month negotiation and arbitration timeline under section 252(b)(4)(C) of the Act, then Verizon will readily do so (and believes Bright House would, too). The parties will not be prejudiced by a longer (appropriate) timeline, as they are exchanging traffic under their current interconnection agreement.

C. Unresolved Issues and Positions of the Parties

As noted, Bright House has not submitted an arbitration petition in the format contemplated by the Act. (47 U.S.C. § 252(b)(1).) Instead of identifying the open issues the Commission will need to resolve to produce an arbitrated agreement (which Bright House is required to do under the Act), Bright House has listed six general issue themes and one miscellaneous “catch-all” issue. (Petition at 22-31.) These broad, argumentative “issues” do little to describe the parties’ actual disputes embodied in their competing contract language. Bright House’s rhetoric, moreover, covers only a few aspects of the parties’ disagreements that Bright House chose to highlight, and even then, only very generally.

Bright House’s “Issue No. 1”, for example (“The Need for a Definitive Contract”), sweeps in over 68 separate provisions from contract sections including the General Terms and Conditions, Glossary, Additional Services Attachment, Interconnection Attachment, Resale Attachment, UNE Attachment, Collocation Attachment, 911 Attachment, and Pricing Attachment. In addition, Bright House’s Issue 1 discusses only disputes over incorporation of tariffs and the effect of changes of law, and then only in a general way, without reference to any specific proposals. Bright House ignores numerous other discrete disputes relating to, among other things, intercarrier compensation; the term of the agreement; conditions for termination of the agreement; ordering, administration, and payment for trunk groups; the timeframe for raising contract disputes and backbilling; contract assignment; resale restrictions; and Bright House’s various attempts to evade its obligation to pay for specific services Verizon may provide to Bright House.

To take another example, Bright House's discussion of its "Issue No. 4" ("Establishing Robust, Flexible and Reasonably-Priced Arrangements for Physical Interconnection and the Exchange of Traffic") briefly addresses (again, without any reference to particular disputed proposals) only fiber-meet arrangements and trunk charges. *Bright House fails even to mention the unprecedented IP interconnection issue that it is attempting to raise*—along with most of the other specific disputes in more than 74 contract provisions Bright House "maps" to Issue 4. These include, among many others, disputes relating to signaling methods; intercarrier compensation; handling and billing of transit traffic; forecasting obligations; treatment of foreign exchange and virtual foreign exchange traffic; pricing of transport facilities; establishment of direct connections with Verizon affiliates; the proper use of access toll connecting trunks; and timeframes for trunk augmentation.

Instead of trying to respond to Bright House's misleading, scattershot "issue statements," Verizon has inserted its positions on each section of disputed contract language in a revised version of Bright House's DPL. Bright House's DPL, like its Petition, does not define issues for resolution, but it does generally show the disputed contract provisions along with Bright House's rationale for its proposals. Where Bright House included position statements for Verizon in its DPL, Verizon has corrected those. In addition, in an effort to streamline this arbitration to focus on the most substantive issues, Verizon has unilaterally compromised on dozens of the disputed provisions and accepted Bright House's proposed language for those provisions. In a number of other cases, the parties have come to agreement on compromise language since Bright House filed its Petition.

The new DPL version attached to this Response includes the provisions still in dispute and designates as "Resolved" the disputes that were settled since Bright House filed its Petition. Verizon has deleted from Bright House's version of the DPL the issue theme labels Bright House included with the citations to the disputed contract sections in the first column of its DPL, because those argumentative designations provide no useful guidance to the Commission. Definition of the arbitration issues for resolution by the Commission will need to be left to issue identification sessions among the parties and Staff.

D. Conclusion

Verizon is willing to continue interconnecting with Bright House under the parties' existing arrangements; however, Bright House is not entitled to the new and extraordinary arrangements it has proposed. Verizon urges the Commission to reject Bright House's proposed interconnection agreement in its entirety.

Respectfully submitted on December 7, 2009.

By:

de/lor

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NOTES ON BRIGHT HOUSE'S DPL FOR ICA WITH VERIZON-FLORIDA

This document is a revised version of the "Decision Point List" or "DPL" attached to Bright House's Petition for Arbitration. The DPL does not attempt to identify issues (which will be done in the issue identification session to be scheduled later), but it does show, on a provision-by-provision basis, Verizon's original language in one column (in regular font), followed by Bright House's proposed modifications in the next column (in legislative format). Bright House's "Notes/Explanations/Comments" are copied from Bright House's DPL, except that Bright House's statements of Verizon's positions have been deleted. Verizon provides descriptions of its positions in the last column. Those comments sometimes include alternative proposed language, or language that has been agreed by the parties.¹ Where a dispute has been resolved since Bright House's Petition was filed, it is designated "Resolved" in the "Section" column.

As Verizon explains in its Response to Bright House's Petition, Bright House filed for arbitration prematurely, before the parties had an opportunity to fully discuss—or, in some cases, to discuss at all—their disputes. Because Verizon continues to evaluate Bright House's proposals and its positions on those proposals, Verizon's positions stated here may be revised as negotiations (and arbitration) proceed.

As Verizon noted in its Response, Bright House may not be entitled to all of the services described in this Agreement. Although Verizon's positions may assume, *arguendo*, that Verizon has certain obligations to Bright House under section 251(c) of the Telecommunications Act of 1996 ("Act"), Verizon does not waive any claims with regard to such obligations.

¹ In cases where Verizon has inserted new language, it is sometimes in legislative format, but sometimes it is not, as time and technical constraints prevented Verizon from re-formatting each provision to be consistent in this regard.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
PREFACE				
<p>Preface RESOLVED</p>	<p>This [Amended, Extended and Restated] Agreement ("Agreement") shall be deemed effective as of ***Date DT*** (the "Effective Date"), between ***CLEC Full Name TE*** (****CLEC Acronym TE****), a corporation organized under the laws of the ***CLEC Incorporation State-Commonwealth TE*** of ***CLEC State of Incorporation MC***, with offices at ***CLEC Address 1 TE***, ***CLEC City TE*** ***CLEC State MC*** ***CLEC Zip TE*** and ***Verizon Company Full Name 1 TXT*** ("Verizon"), a corporation organized under the laws of the ***Incorporation State-Commonwealth TXT*** of ***Incorporation State TXT*** with offices at ***Verizon Address TXT*** (Verizon and ***CLEC Acronym TE*** may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties")</p>	<p>This [Amended, Extended and Restated] Agreement ("Agreement") shall be deemed effective as of ***Date DT*** (the "Effective Date"), between ***CLEC Full Name TE*** (****CLEC Acronym TE****), BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA) LLC ("Bright House") a limited liability corporation organized under the laws of the ***CLEC Incorporation State-Commonwealth TE*** State of Delaware, ***CLEC State of Incorporation MC*** with offices at 12985 Telecom Parkway, Temple Terrace, Florida, 33637, ***CLEC Address 1 TE***, ***CLEC City TE***, ***CLEC State MC*** ***CLEC Zip TE*** and ***Verizon Company Full Name 1 TXT*** VERIZON FLORIDA, LLC ("Verizon"), a corporation organized under the laws of the ***Incorporation State-Commonwealth TXT*** of ***Incorporation State TXT*** with offices at ***Verizon Address TXT*** (Verizon and Bright House may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties")</p>	<p>Bright House Comment:</p> <p>The insertion of Bright House's name/address is uncontroversial.</p> <p>Verizon will provide its incorporation state, address, etc.</p> <p>Bright House does not believe this contract should be treated as an "amended, extended [or] restated" version of its existing agreement with Verizon. That agreement stands on its own, as will this one.</p>	<p>Verizon Comment:</p> <p>Verizon accepts the Bright House proposal.</p>
GENERAL TERMS AND CONDITIONS				
<p>General Terms § 1.1</p>	<p>This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.</p>	<p>This Agreement includes: (a) the Principal Document; and (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.</p>	<p>Bright House Comment:</p> <p>Tariffs are legally separate documents that are established by an entirely different legal process than ICAs. The Florida Commission has ruled that, while the parties may agree to incorporate tariffed <i>rates</i> by reference, normally tariffs are not incorporated into an ICA. Case law from other states supports this result. Note that tariffed rates are generally set on a basis other than TELRIC, and that tariffed terms and conditions can be modified essentially unilaterally by the carrier, via processes not applicable to ICAs. Tariffs are therefore not appropriately viewed as part of the ICA. The ICA can specifically point to or incorporate specific tariffs if need be.</p>	<p>Verizon Comment:</p> <p>There are potentially thousands of distinct services and combinations of services that will or may be provided in connection with the arrangements established according to this agreement. The terms and conditions of some of these services may be established by Verizon's effective tariffs. For example, the Parties will exchange some intraLATA toll traffic over local interconnection trunks. When Verizon terminates such traffic to Verizon's end users, it is providing a tariffed service to Bright House. Where this is the case, the tariffs necessarily control: Bright</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
				House cannot escape the tariffs' valid terms, and Verizon cannot escape its obligations to provide those services in accordance with the filed tariffs.
General Terms § 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.	Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document 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; and, (b) the Tariffs; and, 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. <u>Nothing in this Agreement shall be construed to prohibit a Party from purchasing a service under the terms of the other Party's Tariff. A Party's Order or request for a Service that is offered by the other Party both under this Agreement and under the other Party's Tariff shall be deemed to be an Order or request governed entirely by the terms of this Agreement, and not by any Tariff, unless such Order or request specifically states that it is an Order for a service under the other Party's Tariff. No terms of any Party's Tariff(s) shall apply to any Service provided or to be provided under this Agreement except to the extent that this Agreement expressly states that the terms of such Tariff apply. No Tariffed charge for any Service provided or to be provided under this Agreement shall apply except to the extent that this Agreement expressly states that such Tariffed charge(s) shall apply.</u>	<u>Bright House Comment:</u> As noted under § 1.1, above, the tariff regime is entirely legally distinct from the ICA regime. These proposed changes clarify the relationship between tariffs and the ICA and eliminate any possible ambiguity regarding functions that may be available under both.	<u>Verizon Comment:</u> See response to Section 1.1 above.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 1.3</p> <p>RESOLVED</p>	<p>This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and ***CLEC Acronym TE***.</p>	<p>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 <u>subject to the terms of such prior agreement</u>, 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 <u>each Party</u> expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and Bright House.</p>	<p><u>Bright House Comment:</u></p> <p>The prior agreement is legally distinct from this one. The prior agreement has provisions regarding the survival of critical terms, including obligations to pay. If there are particular matters that Verizon wishes to incorporate from the prior agreement into this one it may specify them and we can negotiate with respect to them.</p> <p>See also discussion of General Terms § 33.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>General Terms § 2.1</p> <p>RESOLVED</p>	<p>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</p>	<p>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 April 30, 2013 (the "Initial Term").</p>	<p><u>Bright House Comment:</u></p> <p>Bright House understands that the parties have compromised on a three-year term for this agreement. We note that Bright House</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
	until ***Date CO*** (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement	Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.	would prefer a longer term (5 years), and that, as we understand it, Verizon would prefer a shorter term (2 years). If our understanding regarding agreement with Verizon on this point is not correct, we reserve the right to explain to the Commission why a five-year term is more appropriate.	
<p>General Terms § 2.3</p> <p>RESOLVED</p>	<p>If either Bright House or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Bright House 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 Bright House and Verizon; or, (b) the date one (1) year after the proposed date of termination,</p>	<p>If either Bright House or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Bright House 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 Bright House and Verizon; or, (b) the date one (1) year after the proposed date of termination, <u>except that (c) if on the date one (1) year after the proposed date of termination, either Party has filed an arbitration proceeding at the Commission to establish a new agreement and such proceeding remains pending at the Commission, this Agreement shall remain in effect until the Commission, in such proceeding, establishes a new agreement.</u></p>	<p><u>Bright House Comment:</u></p> <p>We agree that the new ICA (unlike the current one) should have a well-defined termination date. However, the applicable termination date falls during the time that the Parties are in the process of arbitrating a new agreement before the Commission, then this Agreement should continue in effect until the new one is established, allowing for a legally orderly transition from one to the next.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>If either Bright House or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Bright House 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 Bright House and Verizon; or, (b) the date one (1) year after the proposed date of termination, <u>except that (c) if on the date one (1) year after the proposed date of termination, either Party has filed an arbitration proceeding at the Commission to establish a new agreement and such proceeding remains pending at the Commission, either Party may petition the Commission to extend this Agreement until the Commission, in such proceeding, establishes a new agreement.</u></p>
<p>General Terms § 2.4</p>	<p>If either ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** nor Verizon has requested negotiation of a new interconnection</p>	<p>If either [CLEC] Bright House 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 [CLEC] Bright House 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,</p>	<p><u>Bright House Comment:</u></p> <p>“Receiving Party”: Under the ICA each party will perform many functions for which the consideration is performance of similar or other functions for the other party and for which there is no monetary consideration. As a result, the term “Purchasing Party” is ill-advised in that it suggests that a “purchase” –</p>	<p><u>Verizon Comment:</u></p> <p>The term “Receiving Party” is unnecessary, and it is misleading. Frequently, the Purchasing Party is the delivering party, not the receiving party. When Verizon delivers a call for termination to a Bright House end-user, Verizon purchases this</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
	<p>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).</p>	<p>and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Receiving Party has requested that such functionally equivalent services continue to be provided pursuant to a n applicable Tariff or Statement of Generally Available Terms (SGAT).</p>	<p>implying monetary payments – will occur. To avoid any such general suggestion, we propose to change the term to "Receiving Party." See Glossary § 2.99. (Note: this requires a slight change to the terminology used in General Terms § 10, relating to confidential information.)</p> <p>Tariffing: As described above in connection with General Terms §§ 1.1 and 1.2, because tariffs are legally distinct from the ICA, referring to a tariff as "applicable" to a "Service" under the ICA is legally incorrect and a source of enormous potential ambiguity and dispute. We therefore remove that word from this provision.</p>	<p>terminating service from Bright House.</p> <p>As set forth in section 1.1 above, the changes to the "Tariff" terms are inappropriate.</p>
<p>General Terms § 2.5 (new)</p> <p>RESOLVED</p>	<p>[no Verizon language; new proposal by Bright House]</p>	<p><u>2.5 Other than termination for material default by the other Party as provided for in Section 12 hereof, or termination based on the other Party's abandonment of the Agreement as described below, neither Party may terminate this Agreement with an effective date of termination earlier than the expiration of the Initial Term. For purposes of this section, "abandonment" means that for a period of sixty (60) continuous days, a Party has sent no traffic to and received no traffic from the other Party and has neither provided nor received any other Service under this Agreement. If a Party believes that the other Party has abandoned this Agreement, the Party may terminate this Agreement upon thirty (30) days written notice to the other Party.</u></p>	<p><u>Bright House Comment:</u></p> <p>Our original suggestion was that, in order to be clear that the contract is binding under its own terms, the right to terminate in advance of the end of the initial term must be limited to situations of default. In negotiations, Verizon indicated that it needed a provision for terminating an ICA based on an interconnector's "abandonment" of any performance under the ICA. The language regarding abandonment reflects our attempt to accommodate Verizon's concern.</p>	<p><u>Verizon Comment:</u></p> <p>The parties have agreed on the following language:</p> <p>2.5 Other than termination for default as provided for in Section 12 hereof, or termination based on the other Party's abandonment of the Agreement as described below, neither Party may terminate this Agreement with an effective date of termination earlier than the expiration of the Initial Term. For purposes of this section, "abandonment" means that for a period of sixty (60) continuous days, a Party has sent no traffic to and received no traffic from the other Party and has neither provided nor received any other Service under this Agreement. If a Party believes that the other Party has abandoned this Agreement, the Party may terminate this Agreement upon thirty (30) days written notice to the other Party.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 4.1</p> <p>RESOLVED</p>	<p>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 [State], without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.</p>	<p>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.</p>	<p><u>Bright House Comment:</u></p> <p>This change is agreed to.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>General Terms § 4.6</p> <p>RESOLVED</p>	<p>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</p>	<p>In the event of any Change in Applicable Law, 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 Change in Applicable Law, 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</p>	<p><u>Bright House Comment:</u></p> <p>Verizon's language regarding applicable law is vague, and creates the prospect that Verizon could unilaterally attempt escape its contractual obligations simply because its <i>opinion</i> of the meaning of Applicable Law changes. We believe this logic underlay Verizon's ill-fated attempt to avoid federal restrictions on retention marketing. To avoid this problem, Bright House proposes make "Change in Applicable Law" a defined term in the Glossary. See Glossary § 2.20. Note that the phrase "change in Applicable Law" is used in several locations in Verizon's draft. We propose that all of those be changed to the defined term "Change in Applicable Law." While we believe we have caught each use of the term in Verizon's template, please note that our proposal is to change <i>all</i> such usage, even if we missed one or more in this DPL.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal, so long as Bright House agrees (and Verizon believes that Bright House does agree) with the revised definition of "Change in Applicable Law."</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 4.6.1</p>	<p>Notwithstanding Section 4.6 above, to the extent Verizon is required by a change in Applicable Law to provide to ***CLEC Acronym TE*** a Service that is not offered under this Agreement to ***CLEC Acronym TE***, the terms, conditions and prices for such Service (including, but not limited to, the terms and conditions defining the Service and stating when and where the Service will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties in a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of Section 252 of the Act. In no event shall Verizon be required to provide any such Service in the absence of such a Verizon Tariff or amendment.</p>	<p>Notwithstanding Section 4.6 above, to the extent Verizon is required by a Change in Applicable Law to provide to Bright House a Service that is not offered under this Agreement to Bright House, <u>but where</u> the terms, conditions and prices for such Service (including, but not limited to, the terms and conditions defining the Service and stating when and where the Service will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) <u>are provided in a an applicable Verizon Tariff, or then the terms and conditions of such Tariff shall apply on an interim basis while the Parties negotiate permanent terms and conditions applicable to such Service, with any payments for such Service made pursuant to the terms of such Tariff subject to retroactive true-up to conform to the final terms and conditions.</u> In the absence of <u>such a an applicable Verizon Tariff, as mutually agreed by the Parties shall mutually agree on applicable terms and conditions</u> in a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of Section 252 of the Act. In no event shall Verizon be required to provide any such Service in the absence of such a Verizon Tariff or amendment, <u>except to the extent specifically required by Applicable Law.</u></p>	<p><u>Bright House Comment:</u></p> <p>This change clarifies the relationship between the ICA and Verizon tariffs. If a change in law obliges Verizon to provide a service not reflected in the contract then a tariff that might cover the service can provide interim terms and conditions, under the ICA, while negotiation of replacement contract terms occurs. While the tariff terms are used on an interim basis, the tariff itself does not govern services provided under the ICA. Due to the legal distinction between tariffs and the ICA (see discussion under General Terms §§ 1.1 and 1.2), referring to an "applicable" tariff creates ambiguity. As a result, we have changed such, references to, simply, a "tariff."</p> <p>The final phrase conditions Verizon's broad "in no event" language by noting that Applicable Law (such as an FCC order relieving Verizon of providing some function under its ICAs) may impose transitional or other obligations with respect to such function.</p>	<p><u>Verizon Comment:</u></p> <p>This comment reflects Bright House's opposition to the use of tariffs; Verizon's position is set forth in GTC Section 1.1, above.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 4.7</p> <p>RESOLVED</p>	<p>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 ***CLEC Acronym TE*** hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and ***CLEC Acronym TE*** shall reimburse Verizon for any payment previously made by Verizon to ***CLEC Acronym TE*** that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to ***CLEC Acronym TE*** of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in the Networks Element Attachment or an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply. For the avoidance of any doubt, this Section 4.7 is self-effectuating and no amendment to this Agreement shall be required to implement it.</p>	<p>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 no longer required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Bright House hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and ***CLEC Acronym TE*** shall reimburse Verizon for any payment previously made by Verizon to ***CLEC Acronym TE*** that was not required by Applicable Law. <u>Any retroactive liability from Bright House to Verizon with respect to any Service, payment or benefit provided by Verizon prior to such Change in Applicable Law shall be determined based on Applicable law, including the order, decision or ruling that changed Applicable Law.</u> Verizon will provide thirty (30) days prior written notice to Bright House of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in the Networks Element Attachment or an applicable Tariff), or by Applicable Law for termination of such Service, <u>or in cases where a commercially reasonable process for the discontinuance of such Service reasonably requires a longer notice period prior to termination,</u> in which event such specified period and/or conditions shall apply. For the avoidance of any doubt, this Section 4.7 is self-effectuating and no amendment to this Agreement shall be required to implement it.</p>	<p><u>Bright House Comment:</u></p> <p>Bright House's language eliminates ambiguity, and achieves the correct result, by specifying that any change in Applicable Law has prospective effect only under the ICA, unless otherwise required by applicable law. Verizon's language could be read to create a regime in which changes in Applicable law are treated as relating back to the original date of the ICA, which would destroy the certainty regarding rights and obligations that any contract is supposed to create.</p> <p>We eliminate references to "an applicable Tariff" for the reasons stated above.</p> <p>We propose a "commercial reasonableness" standard for handling any termination of a Service so that if a longer period than 30 days is required, an arbitrary 30-day period cannot be imposed.</p> <p>Finally, there is no reason for this or any other Change-in-Law process to be "self-effectuating." If Verizon concludes that its interests are being harmed by an inability to reach an understanding with Bright House it may promptly bring the matter to the Commission for resolution.</p> <p>Note that the deletion of the word "specified" in the next-to-last sentence was made by Bright House following our negotiations, in order to clarify Bright House's proposal.</p>	<p><u>Verizon Comment:</u></p> <p>The parties have agreed on the following language:</p> <p>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 Bright House hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and ***CLEC Acronym TE*** shall reimburse Verizon for any payment previously made by Verizon to ***CLEC Acronym TE*** that was not required by Applicable Law. <u>Any retroactive liability from Bright House to Verizon with respect to any Service, payment or benefit provided by Verizon prior to such Change in Applicable Law shall be determined based on Applicable law, including the order, decision or ruling that changed Applicable Law.</u> Verizon will provide thirty (30) days prior written notice to Bright House of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in the Networks Element Attachment or an applicable Tariff), or by Applicable Law for termination of such Service, in which event such specified period and/or conditions shall apply. For the avoidance of any doubt, this Section 4.7 is self-effectuating and no amendment to this Agreement shall be required to implement it.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
General Terms § 5	<p>5. Assignment</p> <p>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.</p>	<p>5. Assignment</p> <p>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. <u>Notwithstanding the foregoing, either Party may assign this Agreement upon written notice to the other Party, as provided for in Section 29, to an Affiliate of that Party as part of a corporate or similar reorganization or refinancing.</u></p>	<p><u>Bright House Comment:</u></p> <p>Either party should be permitted to undertake reorganizations or refinancing, which may affect the entity actually performing obligations under the agreement, without having such transactions subject to the other party's pre-approval. The purpose of this provision is to prevent a party from shifting the burdens of its performance to an unrelated third party.</p>	<p><u>Verizon Comment:</u></p> <p>This agreement is between Verizon and Bright House, not between Verizon and some unknown third party. A party's consent is, and should be, required before the other party assigns the agreement or its obligations thereunder.</p>
General Terms § 6 and all subsections	<p>6. Assurance of Payment</p>	<p>6. [Intentionally Left Blank]</p>	<p><u>Bright House Comment:</u></p> <p>Bright House's original suggestion is to eliminate this provision entirely. Nothing in Verizon's relationship with Bright House suggests or has suggested any need for these draconian provisions. Verizon and Bright House pay each other substantial amounts each month in intercarrier compensation. Bright House could just as well demand "assurance of payment" from Verizon as vice versa.</p> <p>Bright House has agreed to consider a version of this "Assurance of Payment" section that requires Verizon to acknowledge that there is no present need for assurances, that allows assurances only when Verizon had reasonable grounds to require them, and that places limits on Verizon's asserted unilateral ability to cease performing under the contract if requested assurances were not forthcoming. Bright House will generate a version of this section that effectuates those concerns for Verizon's consideration.</p>	<p><u>Verizon Comment:</u></p> <p>Experience has demonstrated that even apparently credit-worthy enterprises can quickly devolve into insolvency. Verizon needs, and is legally entitled to, strong assurance of payment for the services it provides.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 7.2 RESOLVED</p>	<p>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.</p>	<p>7.2 The audit shall be performed by independent certified public accountants, <u>assisted by such other persons with specialized knowledge or expertise as such accountants reasonably deem necessary</u>, 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, <u>except in exigent circumstances</u>, the Auditing Party <u>shall</u> require that the audit commence no later <u>earlier</u> than sixty (60) days <u>and no later than ninety (90) days</u> after the Auditing Party has given notice of the audit to the Audited Party.</p>	<p><u>Bright House Comment:</u> This provision reflects changes from Bright House's initial suggestion, agreed to in principal (we believe) during negotiations. Verizon has not yet reviewed this specific language, but Bright House believes that this proposed change is acceptable to Verizon.</p>	<p><u>Verizon Comment:</u> The Parties have agreed on the following language: .2 The audit shall be performed by independent certified public accountants, <u>assisted by such other persons with specialized knowledge or expertise as such accountants reasonably deem necessary</u>, 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, <u>except in exigent circumstances</u>, the Auditing Party <u>shall</u> require that the audit commence no later <u>earlier</u> than sixty (60) days <u>and no later than sixty (60) days</u> after the Auditing Party has given notice of the audit to the Audited Party</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 8.3</p> <p>RESOLVED</p>	<p>8.3 ***CLEC Acronym TE*** Certification.</p> <p>Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as ***CLEC Acronym TE*** has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of [State]. ***CLEC Acronym TE*** shall not place any Orders under this Agreement until it has obtained such authorization. ***CLEC Acronym TE*** shall provide proof of such authorization to Verizon upon request.</p>	<p>8.3 [CLEC] <u>Bright House</u> Certification.</p> <p>Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as [CLEC] Bright House <u>represents and warrants that as of the Effective Date, it has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of [State] Florida. Any dispute regarding Bright House's authorization to operate and to place orders under this Agreement shall be subject to the dispute resolution provisions of Section 14.</u> ***CLEC Acronym TE*** shall not place any Orders under this Agreement until it has obtained such authorization. ***CLEC Acronym TE*** shall provide proof of such authorization to Verizon upon request.</p>	<p><u>Bright House Comment:</u></p> <p>Bright House's original suggestion was to delete this provision on the grounds that it is not needed or appropriate for two parties already interconnected and exchanging traffic. Following negotiations, Bright House now proposes simply to represent and warrant that it has the relevant certification. We believe this should address Verizon's concerns.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as [CLEC] Bright House <u>represents and warrants that as of the Effective Date, it has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of [State] Florida. It shall be a material breach of this agreement if Bright House orders service or exchanges traffic with Verizon if it lacks such authorization. Any dispute regarding Bright House's authorization to operate and to place orders under this Agreement shall be subject to the dispute resolution provisions of Section 14.</u> ***CLEC Acronym TE*** shall not place any Orders under this Agreement until it has obtained such authorization. ***CLEC Acronym TE*** shall provide proof of such authorization to Verizon upon request.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 9.2</p> <p>RESOLVED</p>	<p>9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.</p>	<p>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) thirty (30) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.</p>	<p><u>Bright House Comment:</u></p> <p>Intercarrier compensation constitutes and will constitute the bulk of the charges as between Verizon and Bright House. Thirty days has always been the standard billing/payment interval for CABS bills.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>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, which shall generally be thirty (30) days after the invoice date; or (b) twenty (20) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 9.3</p> <p>RESOLVED</p>	<p>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, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.</p>	<p>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 an explanation in a commercially reasonable level of detail, considering the circumstances, of the reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.</p>	<p><u>Bright House Comment:</u></p> <p>The phrase "the specific details" is vague. How much detail is appropriate in an explanation of a billing dispute will depend on the circumstances. Bright House's language establishes a standard of "commercial reasonableness" to guide a Party in framing a billing dispute, and to determine, in the event of a disagreement as to the adequacy of a dispute notice, whether an explanation was sufficient.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>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 services, dollar amounts and time periods at issue, and an explanation of the Party's dispute, setting forth in a commercially reasonable level of detail the reasons for disputing each item. For the avoidance of any doubt, Bright House shall be deemed to have complied with the notice requirements of the preceding sentence to the extent that it uses Verizon's standard electronic claims submission process. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
General Terms § 9.5	<p>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.</p>	<p>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. <u>Notwithstanding the foregoing, it is expressly agreed that (a) neither Party may submit a bill to the other Party for any Service hereunder more than one (1) year after the Service was provided, it being expressly agreed that any right to bill or collect any payment for Services not billed within one year of their being rendered is irrevocably waived, and (b) neither Party may dispute any charges on any bill more than one (1) year after such bill is received, irrespective of the merits of the dispute, it being expressly agreed that any right to dispute any bill more than one (1) year after such bill is received, is irrevocably waived.</u></p>	<p><u>Bright House Comment:</u></p> <p>Although it is not always possible to bill in a completely timely manner or to analyze bills received, in order to dispute them, in a completely timely manner, it is necessary that there be a reasonable private "statute of limitations" on bills or protests, in order to provide certainty to the parties regarding their financial obligations to each other.</p>	<p><u>Verizon Comment:</u></p> <p>A party should not be able to escape the valid charges for a service that it receives from the other party just because the charges might be rendered late. The services delivered under this agreement are profoundly complicated, and billing mistakes are sometimes made. A one-year limitation on billings would necessarily result in a windfall to the billed party.</p>
General Terms § 10.1	<p>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:</p>	<p>As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("<u>Recipient Receiving Party</u>") in connection with, or anticipation of, this Agreement:</p>	<p><u>Bright House Comment:</u></p> <p>See comment to General Terms § 2.4 above, and Glossary § 2.99, regarding change in terminology. "Receiving Party" is being redefined to mean the party receiving the benefit of contractual performance by the other party. In the context of the confidential information provisions, it is therefore necessary to use a different term to refer to the party that obtains confidential information from the other party.</p>	<p><u>Verizon Comment:</u></p> <p>See comment in 2.4 above.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
General Terms § 10.1.3	Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as directory assistance, operator service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information)	Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as directory assistance, operator service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Recipient Party to use and/or disclose the Customer Information)	<u>Bright House Comment:</u> See comment to General Terms § 10.1, above.	<u>Verizon Comment:</u> See comment in 2.4 above.
General Terms § 10.1.6	[Bright House is proposing new language; Verizon's § 10.1.6 becomes new § 10.1.7]	[confidential information includes]: <u>any information regarding or contained in any Orders placed by a Party, including information relating to specific Customers who are choosing to obtain any goods, services, arrangements, or facilities from a Party, the dates on which Customer(s) will cease taking service from one Party and/or begin taking service from another Party, until and unless it becomes publicly known that such specific Customers have already begun to receive such goods, services, arrangements, and/or facilities</u>	<u>Bright House Comment:</u> Verizon and Bright House recently litigated a dispute surrounding certain now-discontinued Verizon retention marketing practices. In that case Verizon asserted that the fact that Bright House was placing orders to terminate a customer's service and port the customer's number to Bright House, and information contained in those orders, was not "confidential" information. While the FCC and the courts ruled that such information was "confidential" for purposes of certain federal law, in order to avoid any ambiguity or possibility of repeated problems, it is necessary that the ICA clearly state that such information is confidential.	<u>Verizon Comment:</u> The information that Bright House seeks to include is carrier and/or customer proprietary information covered under the provisions of Section 222. That section prescribes the specific duties each party has with regard to such information. Bright House's proposal for the treatment of this information is unnecessary, and is in some regards inconsistent with those statutory duties.
General Terms § 10.1.7	[Note: this is § 10.1.6 in Verizon's original draft] 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"	any information that is communicated orally or visually and declared to the Receiving Recipient Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Recipient Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary"	<u>Bright House Comment:</u> See above re: terminology.	<u>Verizon Comment:</u> See comment in 2.4 above.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
General Terms §§ 10.2, 10.2.2, 10.3, 10.4.1, 10.4.2, 10.4.6, 10.5, 10.6,	["...Receiving Party..."]	["...Receiving <u>Recipient</u> Party..."]	<u>Bright House Comment:</u> In each of the listed sections, the only proposed change is the conforming change regarding terminology, noted above.	<u>Verizon Comment:</u> See comment in 2.4 above.
General Terms § 10.2.1	use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and	use the Confidential Information received from the Disclosing Party only in performance of this Agreement, <u>including, without limitation, preventing the Recipient Party's retail or sales operations from learning any information provided by the Disclosing Party to the Recipient Party's wholesale operations;</u> and	<u>Bright House Comment:</u> See note above re: § 10.1.6 and Verizon's retention marketing practices. In light of the history of disputes about this topic it is prudent to include specific and unambiguous restrictions on the use of a Party's confidential information by the other Party's retail or sales operations.	<u>Verizon Comment:</u> See comment in 10.1.6 above.
General Terms § 10.7 RESOLVED	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	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 <u>carrier proprietary information</u> or CPNI provided by Applicable Law	<u>Bright House Comment:</u> Bright House originally proposed additional changes to this section but agreed in negotiations to remove them. We believe that the change remaining is acceptable to Verizon (note that 47 U.S.C. § 222(a) and (b) call for protection of carrier proprietary information as well as CPNI). Verizon will clarify its views in its response to the petition, if need be.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.
General Terms § 12 RESOLVED	12. Default If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.	12. Default <u>(a) Default is defined as (a) a Party's material breach of any material term or condition of this Agreement; or (b) any other event specifically identified as a Default in this Agreement.</u> <u>(b) In the event of Default, including without limitation non-payment of undisputed amounts due under the terms of Section 9 of this Agreement, the non-defaulting Party may suspend its performance under this Agreement or may terminate this Agreement, in whole or in part, when: (i) the non-defaulting Party provides written Notice of the Default under the terms of Section 29, which written notice shall reasonably set forth the nature of the Default and shall indicate a specific term or</u>	<u>Bright House Comment:</u> While Bright House does not expect to default, and does not expect Verizon to default, prudence dictates that the agreement contain specific and orderly procedures for handling both <i>claims of default</i> (which may well occur in a dispute) and the potential of an actual default. Specifically: <ul style="list-style-type: none"> • There must be notice and time to cure, which time period must be commercially reasonable in light of the nature of the default, but not less than 30 days. • If a party disputes the assertion that it is in default, the matter goes to dispute resolution and the party claiming default may not terminate or suspend service while the dispute is being resolved. 	<u>Verizon Comment:</u> The Parties have agreed on the following language: (a) Default is defined as (i) a Party's failure to make any payment required under this Agreement (including in accordance with Section 9); (ii) a Party's material breach of any other material term or condition of this Agreement; or (iii) any other event specifically identified as a Default in this Agreement. (b) In the event of Default, the non-defaulting Party may suspend its performance under this Agreement (including its provision of any or all Services hereunder) or may terminate this

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p><u>condition of this Agreement that constitutes the grounds for the Default; and (ii) the defaulting Party does not, within a commercially reasonable period in light of the nature of the claimed default, but in no event less than thirty (30) days after receiving written notice of the Default under Section 29, either: (i) remedy the Default or (ii) dispute, in writing and in a commercially reasonable level of detail, the assertion that it is in Default, under the dispute resolution provisions of Section 14 of this Agreement. A non-defaulting Party may not suspend performance under this Agreement or terminate this Agreement with respect to a claimed Default that is being resolved subject to the dispute resolution provisions of Section 14 of this Agreement.</u></p> <p><u>(c) In the event that a non-defaulting Party chooses to terminate this Agreement, in whole or in part, the Parties shall take commercially reasonable efforts to minimize the impact of such termination on the defaulting Party's End Users and/or Customers.</u></p> <p>If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.</p>	<ul style="list-style-type: none"> • If the agreement is to be terminated, the Parties must make commercially reasonable efforts to minimize the impact on the defaulting party's customers. <p>(Note: the original DPL sent to Verizon, in place of the second reference to notice "under Section 29," referred to notice "under Section 31.2.1." This was a typo that has been corrected here.)</p>	<p>Agreement, in whole or in part, if such Default remains uncured not less than thirty (30) days after delivery of notice to the defaulting party setting forth the nature of the default. In the event that the alleged defaulting party disputes such allegation of Default, such dispute will be subject to the dispute resolution provisions of Section 14 of this Agreement.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 13.1 RESOLVED</p>	<p>If ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** shall send written notice of such discontinuance to Verizon, the Commission, and each of ***CLEC Acronym TE***'s Customers. ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** shall send such notice at least thirty (30) days prior to its discontinuance of service.</p>	<p>If [CLEC] a Party 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, [CLEC] that Party shall <u>comply with all Applicable Law regarding such discontinuance</u>. send written notice of such discontinuance to Verizon, the Commission, and each of ***CLEC Acronym TE***'s Customers. ***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** shall send such notice at least thirty (30) days prior to its discontinuance of service.</p>	<p><u>Bright House Comment:</u></p> <p>It is no more likely that Bright House will discontinue service than that Verizon will, so this provision should be mutual. There is no need to provide for anything, in such an event, than that the Party discontinuing service comply with Applicable Law (which would include the FCC's discontinuance-of-service provisions, along with any Florida PSC obligations).</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language to replace section 13 in its entirety:</p> <p>13. Discontinuance of Service</p> <p>13.1 If a Party 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, that Party shall comply with all Applicable Law regarding such discontinuance, and shall provide notice to the other Party of such discontinuance.</p> <p>13.2 In the event of a service discontinuance by Bright House as set forth in Section 13.1, the following provisions shall also apply only if and to the extent that the discontinued Customers include Customers that are served by resale arrangements obtained under the Resale Attachment of this Agreement:</p> <p>13.2.1 Bright House shall provide notice of such discontinuance to Verizon, the Commission, and each of Bright House's resale Customers, not less than thirty (30) days prior to its discontinuance of service, or such greater period as may be required by Applicable Law.</p> <p>13.2.2 Such notice must advise each such Bright House resale Customer that unless action is taken by such Customer to switch to a different carrier prior to Bright House's proposed discontinuance of service, the Bright House Customer will be without the service provided by Bright House to such Customer</p> <p>13.2.3 Should such a Bright House resale Customer subsequently become a Verizon Customer, Bright House shall provide Verizon with all information necessary for Verizon to establish service for such Customer, including, but not limited to, the Customer's</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms §§ 13.2, 13.3, & 13.4</p> <p>RESOLVED</p>	<p>13.2 Such notice must advise each ***CLEC Acronym TE*** Customer that unless action is taken by the ***CLEC Acronym TE*** Customer to switch to a different carrier prior to ***CLEC Acronym TE***'s proposed discontinuance of service, the ***CLEC Acronym TE*** Customer will be without the service provided by ***CLEC Acronym TE*** to the ***CLEC Acronym TE*** Customer.</p> <p>13.3 Should a ***CLEC Acronym TE*** Customer subsequently become a Verizon Customer, ***CLEC Acronym TE*** shall provide Verizon with all information necessary for Verizon to establish service for the ***CLEC Acronym TE*** Customer, including, but not limited to, the ***CLEC Acronym TE*** Customer's billed name, listed name, service address, and billing address, and the services being provided to the ***CLEC Acronym TE*** Customer.</p> <p>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.</p>	<p>13.2 <u>[Intentionally Left Blank]</u></p> <p>13.3 <u>[Intentionally Left Blank]</u></p> <p>13.4 <u>[Intentionally Left Blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>None of these provisions is necessary or appropriate. Discontinuation of service is governed by federal and state rules/regulations.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed to replace Section 13 in its entirety with the language noted in Verizon's comment to Section 13.1 above.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 14.1</p> <p>RESOLVED</p>	<p>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</p>	<p>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) a description <u>in commercially reasonable detail, considering the circumstances</u>, of the dispute or alleged nonperformance and (b) 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 <u>mutual</u> agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations</p>	<p><u>Bright House Comment:</u></p> <p>Bright House's language provides a standard to guide the Parties in providing an explanation of a billing or other dispute. This standard would also guide a court or commission if a disagreement as to the adequacy of a description of a billing or other dispute were to arise.</p> <p>Adding the word "mutual" before agreement clarifies and emphasizes that both Parties must consent to using any alternative dispute resolution procedures. We understand that Verizon agrees to this proposed change.</p>	<p><u>Verizon Comment:</u></p> <p>The parties have agreed on the following language:</p> <p>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) a description <u>in commercially reasonable detail, considering the circumstances (including, as appropriate, such detail as may be required under Section 9.3)</u>, of the dispute or alleged nonperformance and (b) 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 <u>mutual</u> agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 16</p> <p>RESOLVED</p>	<p>16. Forecasts</p> <p>In addition to any other forecasts required by this Agreement, upon request by Verizon, ***CLEC Acronym TE*** shall provide to Verizon forecasts regarding the Services that ***CLEC Acronym TE*** expects to purchase from Verizon, including, but not limited to, forecasts regarding the types and volumes of Services that ***CLEC Acronym TE*** expects to purchase and the locations where such Services will be purchased</p>	<p>16. Forecasts</p> <p>In addition to any other forecasts required by this Agreement, upon <u>reasonable</u> request by Verizon, [CLEC] Bright House shall provide to Verizon <u>reasonable, nonbinding</u> forecasts regarding the Services that [CLEC] Bright House expects to <u>obtain purchase</u> from Verizon <u>under this Agreement</u>, including, but not limited to, <u>reasonable, nonbinding</u> forecasts regarding the types and volumes of Services that [CLEC] Bright House expects to <u>obtain purchase</u> and the locations where such Services will be <u>obtained</u>. purchase</p>	<p><u>Bright House Comment:</u></p> <p>There are several matters at issue here. First, forecasts must be subject to a "reasonableness" test, both in Verizon's requesting them and Bright House's providing them.</p> <p>Second, to avoid any ambiguity, by their nature forecasts are nonbinding.</p> <p>Third, as noted above, it is not necessarily accurate to refer to a Party "purchasing" services from the other Party since in some cases there will not be money changing hands. The term "purchase" had therefore been changed to the more neutral "obtain."</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>General Terms § 17</p>	<p>17. Fraud</p> <p>***CLEC Acronym TE*** assumes responsibility for all fraud associated with its Customers and accounts. Verizon shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to ***CLEC Acronym TE***'s account in cases of, fraud by ***CLEC Acronym TE***'s Customers or other third parties</p>	<p>17. Fraud</p> <p><u>Each Party</u> [CLEC] assumes responsibility for all fraud <u>committed by means of services provided by that Party to associated with its Customers and/or through that Party's</u> accounts. A Party Verizon shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to <u>the other Party's</u> [CLEC's] account in cases of, fraud by <u>the other Party's</u> [CLEC's] Customers or other third parties.</p>	<p><u>Bright House Comment:</u></p> <p>This provision should be mutual. Also, the term "associated with" is too vague; Bright House's language clarifies the meaning.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon will assume responsibility for fraud committed by its own customers to its own network. But to the extent that another carrier—here, Bright House – connects customers and/or facilities to Verizon's network, thereby increasing the potential for fraud, it must accept the responsibility for such fraud. This would include fraud perpetrated by the customers that Bright House adds and fraud perpetrated by existing customers to the facilities that Bright House adds.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 18</p>	<p>18. Good Faith Performance</p> <p>The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed. If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Agreement, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TE*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.</p>	<p>18. Good Faith Performance</p> <p>The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed. If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Agreement, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TE*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.</p>	<p><u>Bright House Comment:</u></p> <p>The deleted language is entirely inappropriate. If there are any "Services offered under this Agreement" by Verizon that Verizon is not actually prepared to provide to Bright House, in Florida, as of the Effective Date, then Verizon needs to identify any such "services" <i>in advance of entering into the contract</i> so that Bright House can determine whether Verizon's inability to actually deliver its purported contractual offering is material to Bright House, and to negotiate appropriate substitute arrangements <i>in advance</i>.</p>	<p><u>Verizon Comment:</u></p> <p>By necessity, the Agreement contains several broad statements to the effect that Verizon will provide such services are available under applicable law. To the extent that some service may technically be available under applicable law, but has not actually been offered in the particular form or variety that a given CLEC requires, it is entirely appropriate that the Parties should negotiate the terms that would surround provision of that service.</p>
<p>General Terms § 19</p> <p>RESOLVED</p>	<p>19. Headings</p> <p>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.</p>	<p>19. Headings</p> <p>The headings used in <u>this Agreement</u> 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 <u>this Agreement</u>. the Principal Document.</p>	<p><u>Bright House Comment:</u></p> <p>The general rule that headings are for convenience only should apply to the entire agreement. Verizon's language leaves open the prospect that in some portion of the Agreement that doesn't count as "the Principal Document," headings might have substantive significance. Bright House's proposal eliminates that ambiguity.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>General Terms § 20.3</p>	<p>Each Party agrees that it will not plead or bring any action against the other Party, the other Party's Affiliates, or any of</p>	<p><u>In light of the indemnification provided for in this Section 20, each</u> Each Party agrees that it will not plead or bring any action against the other Party, the</p>	<p><u>Bright House Comment:</u></p> <p>This proposed modification is the outcome of the parties'</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
RESOLVED	the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.	other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.	negotiations. Bright House believes that this proposed change is acceptable to Verizon.	
General Terms § 21 RESOLVED	21. Insurance [...]	21. Insurance [...]	<u>Bright House Comment:</u> The point of the changes in the specific insurance sections is to make the insurance obligation mutual. Based on negotiations, we believe that Verizon is prepared to represent that its insurance (which may include large amounts of self-insurance) is adequate for Bright House's needs. As a result, Bright House's specific proposed changes will be unnecessary; instead, the parties will add language reflecting Verizon's insurance/self-insurance as appropriate. Final language has not yet been determined.	<u>Verizon Comment:</u> Verizon believes the parties have agreed on mutually acceptable language, which is too lengthy to include here.
General Terms § 21.1 RESOLVED	***CLEC Acronym TE*** 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, ***CLEC Acronym TE*** shall maintain the following insurance	<u>Each Party (the "Insuring Party") [CLEC]</u> 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, <u>the Insuring Party [CLEC]</u> shall maintain the following insurance:	<u>Bright House Comment:</u> See above re: mutuality of insurance obligations.	<u>Verizon Comment:</u> The Parties have agreed on the following language: <u>Each Party [CLEC]</u> 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, <u>[CLEC]</u> shall maintain the following insurance:

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 21.1.5</p> <p>RESOLVED</p>	<p>All risk property insurance on a full replacement cost basis for all of ***CLEC Acronym TE***'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</p>	<p><u>For Bright House</u>, all risk property insurance on a full replacement cost basis for all of Bright House'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</p>	<p><u>Bright House Comment:</u></p> <p>This particular insurance requirement relates specifically to collocation, and so may appropriately be limited to Bright House rather than applying to both parties.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts Bright House's proposal</p>
<p>General Terms § 21.2</p> <p>RESOLVED</p>	<p>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 ***CLEC Acronym TE***.</p>	<p>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 <u>the non-Insuring Party</u> pursuant to Sections 21.4 and 21.5, and Verizon <u>the non-Insuring Party</u> reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of [CLEC] <u>the Insuring Party</u>.</p>	<p><u>Bright House Comment:</u></p> <p>See above re: mutuality of insurance obligations.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided Verizon pursuant to Sections 21.4 and 21.5, and Verizon <u>the Party receiving such certificates</u> reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of [CLEC] <u>the Party obtaining such insurance</u>.</p>
<p>General Terms § 21.3</p> <p>RESOLVED</p>	<p>***CLEC Acronym TE*** shall name Verizon and Verizon's Affiliates as additional insureds on the foregoing liability insurance.</p>	<p><u>The Insuring Party</u> [CLEC] shall name Verizon <u>the other Party</u> and Verizon's <u>the other Party's</u> Affiliates as additional insureds on the foregoing liability insurance.</p>	<p><u>Bright House Comment:</u></p> <p>See above re: mutuality of insurance obligations.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p><u>Each Party</u> [CLEC] shall name Verizon <u>the other Party</u> Verizon's as additional insureds on the foregoing liability insurance.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 21.4</p> <p>RESOLVED</p>	<p>***CLEC Acronym TE*** shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, ***CLEC Acronym TE***'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.</p>	<p>The Insuring Party [CLEC] shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, the Insuring Party's [CLEC's] insurance policies, and at such other times as the other Party Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to the other Party Verizon. In the case of Bright House as Insuring Party, 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. In the case of Verizon as Insuring Party, the certificates or other proof of the foregoing insurance shall be sent to: [specify address].</p>	<p>Bright House Comment:</p> <p>See above re: mutuality of insurance obligations.</p>	<p>Verizon Comment:</p> <p>The Parties have agreed on the following language:</p> <p>Each Party [CLEC] shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, such Party's [CLEC's] insurance policies, and at such other times as the other Party Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to the other Party Verizon. In the case of Bright House as insuring Party, 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. In the case of Verizon as insuring Party, the certificates or other proof of the foregoing insurance shall be sent to: [specify address].</p>
<p>General Terms § 21.5</p> <p>RESOLVED</p>	<p>***CLEC Acronym TE*** 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.</p>	<p>The Insuring Party [CLEC] shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of the other Party Verizon or the other Party's Verizon's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish the other Party Verizon certificates or other adequate proof of such insurance reasonably acceptable to the other Party Verizon in accordance with Section 21.4.</p>	<p>Bright House Comment:</p> <p>See above re: mutuality of insurance obligations.</p>	<p>Verizon Comment:</p> <p>The Parties have agreed on the following language:</p> <p>Each Party [CLEC] shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of the other Party Verizon or the other Party's Verizon's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish the other Party Verizon certificates or other adequate proof of such insurance reasonably acceptable to the other Party Verizon in accordance with Section 21.4.</p>
<p>General Terms § 21.6</p>	<p>Failure of ***CLEC Acronym TE*** or ***CLEC Acronym TE***'s contractors to maintain insurance and provide</p>	<p>Failure of a Party [CLEC] or its [CLEC's] contractors to maintain insurance and provide certificates of insurance as required in Sections 21.1 through 21.5,</p>	<p>Bright House Comment:</p> <p>See above re: mutuality of insurance obligations.</p>	<p>Verizon Comment:</p> <p>The Parties have agreed on the following</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
RESOLVED	certificates of insurance as required in Sections 21.1 through 21.5, above, shall be deemed a material breach of this Agreement.	above, shall be deemed a material breach of this Agreement.		language: Failure of a Party [CLEC] or its [CLEC's] contractors to maintain insurance as required in Sections 21.1 through 21.5, above, shall be deemed a material breach of this Agreement.
General Terms § 21.7 RESOLVED	Certificates furnished by ***CLEC Acronym TE*** or ***CLEC Acronym TE***'s contractors shall contain a clause stating: "****Verizon Company Full Name 1 TXT*** shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."	Certificates furnished by Bright House or Bright House's contractors shall contain a clause stating: "****Verizon Company Full Name 1 TXT*** shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance." <u>Certificates furnished by Verizon or Verizon's contractors shall contain a clause stating: "Bright House Networks Information Services (Florida) LLC shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."</u>	<u>Bright House Comment:</u> See above re: mutuality of insurance obligations.	<u>Verizon Comment:</u> The Parties have agreed on the following language: Certificates furnished by Bright House or Bright House's contractors shall contain a clause stating: "****Verizon Company Full Name 1 TXT*** shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance." <u>Certificates furnished by Verizon or Verizon's contractors shall contain a clause stating: "Bright House Networks Information Services (Florida) LLC shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."</u> <u>21.8 The Parties agree that Verizon may satisfy the requirements of this Section 21 through self-insurance.</u>
GTs &Cs § 23 RESOLVED	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.	23. Joint Work Product <u>This Agreement</u> 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.	<u>Bright House Comment:</u> This change implicates the discussion above regarding the role of, and inclusion by reference of, Verizon tariffs. Obviously Verizon's tariffs are not "joint work product" and so if they are legally "part of" the ICA then our change is incorrect. If, as we propose, tariffs are not "part of" the ICA then our change is appropriate.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 25.5.6</p> <p>RESOLVED</p>	<p>[Bright House is proposing new language; Verizon's § 25.5.6 becomes new § 25.5.7]</p>	<p>25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:</p> <p>...</p> <p>25.5.6 for damages arising out of the grossly negligent or intentional misconduct of a Party;</p>	<p><u>Bright House Comment:</u></p> <p>While broad limitations of liability in ICAs are generally appropriate, there should not be any limitation or exclusion of liability for damages a Party causes by virtue of its gross negligence or intentional misconduct.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>25.5.6 for damages arising out of the intentional misconduct of a Party;</p>
<p>General Terms § 26.3.1</p> <p>RESOLVED</p>	<p>Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and taken other actions, if any, required by Applicable Law; and</p>	<p>Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or a substantial interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and taken other actions, if any, required by Applicable Law; and</p>	<p><u>Bright House Comment:</u></p> <p>Both Verizon and Bright House have hundreds of thousands of customers. The prospect of a very minor service issue should not be sufficient to allow a Party to dispense with notice of a problem or justify treating it as an emergency.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>General Terms § 26.4</p> <p>RESOLVED</p>	<p>Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow Verizon's standard procedures for isolating and clearing the outage or trouble.</p>	<p>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 industry Verizon's standard procedures for isolating and clearing the outage or trouble.</p>	<p><u>Bright House Comment:</u></p> <p>This proposed change arises from negotiations. We believe it is acceptable to Verizon.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>General Terms § 29.1.2</p> <p>RESOLVED</p>	<p>29.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by first class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and</p>	<p>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 first class U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and</p>	<p><u>Bright House Comment:</u></p> <p>We believe that this proposed change is acceptable to Verizon.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
GTs& Cs § 29.1.4	[no Verizon language at issue]	<p>29.1.4 <u>In addition to the formal Notice procedure provided above, each Party shall provide the other Party with notification via email (which shall not constitute formal notice under this Agreement), including electronically readable copies of any relevant documents, of all communications which are provided via formal notice. For purposes of email notification, the Parties shall use the following email addresses (which may be changed by Notice as provided in this section 29):</u></p> <p>Bright House: [email addresses]</p> <p>Verizon: [email addresses]</p>	<p>Bright House Comment:</p> <p>Even though email is not normally viewed as providing formal "notice" under an ICA, email has become the dominant form of business-to-business communication. The contract should provide that any significant communications will be sent via email in addition to whatever "formal" notice is required.</p>	<p>Verizon Comment:</p> <p>Verizon administers hundreds of interconnection agreements and many thousands of other agreements. When Verizon issues contractual notice, the notices typically go out <i>en masse</i>. It would be unduly burdensome for Verizon to deliver specialized notice to Bright House. Nor is it necessary: there is no real suggestion that the existing notice requirements are insufficient to actually put Bright House on notice.</p>
General Terms § 30 RESOLVED	<p>30. Ordering and Maintenance</p> <p>***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, ***CLEC Acronym TE*** 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).</p>	<p>30. Ordering and Maintenance</p> <p><u>Each Party CLEC shall use the other Party's 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 involving the other Party's facilities or Services. If Verizon has not yet deployed an electronic capability for [CLEC] to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, [CLEC] 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).</u></p>	<p>Bright House Comment:</p> <p>It certainly makes sense for Bright House to use Verizon's electronic OSS when Bright House needs Verizon to do something with respect to a service, facility, or functionality that Verizon is providing. It makes no sense to suggest that Verizon's electronic OSS would be relevant when Verizon needs Bright House to do something with respect to a service, facility, or functionality that Bright House is providing. In that situation Verizon should use Bright House's systems.</p> <p>Separately, if there are any material limitations on Verizon's electronic interfaces for ordering, etc. in Florida, Verizon needs to disclose and discuss those limitations <i>in advance</i> so that Bright House may consider their significance and attempt to work out a solution.</p>	<p>Verizon Comment:</p> <p>The Parties have agreed on the following language:</p> <p>Bright House 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 <u>involving the facilities or Services provided by Verizon</u>. Verizon may agree to use Bright House's electronic ordering platforms if such system meets Verizon's technical requirements. If Verizon has not yet deployed an electronic capability for [CLEC] to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, [CLEC] 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).</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 33</p> <p>RESOLVED</p>	<p>33. Predecessor Agreements</p> <p>33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:</p> <p>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 [State] pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby amended, extended and restated; and</p> <p>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 [State] 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.</p> <p>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</p>	<p>33. Predecessor Agreements</p> <p>33.4 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties,</p> <p>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 [State] pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby amended, extended and restated; and</p> <p>33.1.2 any Services that were <u>being</u> purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of <u>Florida</u> 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.</p> <p>[no change to §§ 33.2 and 33.3]</p>	<p><u>Bright House Comment:</u></p> <p>Given that Bright House and Verizon are presently interconnected and providing services to each other, in order to ensure legal continuity of service, it makes sense to indicate that such services will automatically "roll over" to the new agreement.</p> <p><i>Bright House understands that Verizon agrees with Bright House's suggested change to § 33.1.2. Verizon will provide its response in its response to the arbitration petition.</i></p> <p>Bright House continues to note that there is no need to treat the new agreement as an amendment, restatement, etc. of the old one. The relevant provisions of the old one (payment obligations, protection of confidential information, etc.) will survive its termination. See also discussion of General Terms § 1.3, above. See comments to Preface, and General Terms § 1.3.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
	<p>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.</p> <p>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.</p>			

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 37.1</p> <p>RESOLVED</p>	<p>Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (e) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.</p>	<p>Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes a Change in Applicable Law; (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (e) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.</p>	<p><u>Bright House Comment:</u></p> <p>As noted in the discussion of General Terms § 4.6, above, Bright House proposes to establish "Change in Applicable Law" as a defined term. This modification to § 37.1 is simply a conforming change.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 37.2</p> <p>RESOLVED</p>	<p>37.2 ***CLEC Acronym TE*** acknowledges ***CLEC Acronym TE*** has been advised by Verizon that it is Verizon's position that this Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.</p>	<p>37.2 <u>[Intentionally Left Blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>The deleted language creates ambiguity and "wobble room" for Verizon. It suggests that there are other aspects of the Agreement that are <i>not</i> required by Applicable Law, opening up possibilities for dispute in light of other provisions suggesting that Verizon can unilaterally cease performing contractual obligations that it later decides are not required by Applicable Law. Our view is that once the contract is established, Verizon is bound by all of its terms – whether any particular term is or is not literally required by Applicable Law – unless that term is renegotiated, or is affected by a <u>Change</u> in Applicable Law, in which case the Parties must negotiate any needed changes to the ICA, and bring the matter to the PSC if they cannot agree.</p> <p>The deleted language is also false: other than a general statement, Verizon has not advised Bright House of any particular provisions that it believes are, or are not, intended to reflect Applicable Law.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>General Terms § 41 (and subsections)</p>	<p>["...Purchasing Party..."]</p>	<p>["...Purchasing Receiving Party..."]</p>	<p><u>Bright House Comment:</u></p> <p>In all places in General Terms § 41 (and subsections) where the term "Purchasing" Party appears, it should be changed to "Receiving" Party. This is a conforming change regarding terminology, noted above in connection with General Terms § 2.4.</p>	<p><u>Verizon Comment:</u></p> <p>See comment in 2.4 above</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 41.1</p>	<p>41. Taxes</p> <p>41.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.</p>	<p>41. Taxes</p> <p>41.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Receiving Party by the Providing Party, then (a) the Providing Party shall bill the Receiving Party for such Tax, as a separately stated item on the invoice, (b) the Receiving Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law</p>	<p><u>Bright House Comment:</u></p> <p>The treatment of taxes on items purchased under a Tariff will be governed by the terms of that Tariff. Tariffs are legally distinct from the ICA and do not legally constitute any part of the ICA. Therefore the reference to a "Tariff" in this context is inappropriate. See discussion of General Terms § 1.1, above.</p>	<p><u>Verizon Comment:</u></p> <p>This comment reflects Bright House's opposition to the use of tariffs; Verizon's position is set forth in GTC Section 1.1, above.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 41.4</p>	<p>41.4 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41.7. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.</p>	<p>41.4 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Receiving Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41.7. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Receiving Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.</p>	<p><u>Bright House Comment:</u></p> <p>The change from "Purchasing" Party to "Receiving" Party is a conforming change; see discussion under General Terms § 2.4, above.</p>	<p><u>Verizon Comment:</u></p> <p>See comment in 2.4 above</p>
<p>General Terms § 41.6</p> <p>RESOLVED</p>	<p>41.6 Audit Cooperation. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously</p>	<p>41.6 Audit Cooperation. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate reasonably 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.</p>	<p><u>Bright House Comment:</u></p> <p>We believe that this change reflects a negotiated agreement with Verizon.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 42</p>	<p>42. Technology Upgrades</p> <p>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 ***CLEC Acronym TE***'s ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. ***CLEC Acronym TE*** shall be solely responsible for the cost and activities associated with accommodating such changes in its own network</p>	<p>42. Technology Upgrades</p> <p>Notwithstanding any other provision of this Agreement, Verizon each Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties Each Party acknowledges that Verizon a Party, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate [CLEC's] materially affect the other Party's ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon a Party's ability to modify its network through the incorporation of new equipment or software or otherwise. Each Party [CLEC] shall be solely responsible for the cost and activities associated with accommodating, such changes in its own network, <u>such changes in the other Party's network.</u></p>	<p><u>Bright House Comment:</u></p> <p>This provision should be mutual. Verizon and Bright House are probably equally likely to deploy major technology upgrades, and there is no reason for any asymmetric treatment of the costs such upgrades might impose on the other party.</p> <p>The change from "inhibit or facilitate" to "materially affect" is a clarification. Immaterial impacts are possible but immaterial.</p> <p>Bright House would be willing to simply delete this provision entirely if Verizon would prefer that to our suggested changes to it.</p>	<p><u>Verizon Comment:</u></p> <p>As an interconnector, Bright House must take Verizon's network as it is. To the extent that Verizon's network changes, Bright House must take Verizon's network as it becomes. This duty simply is not mutual. Verizon need not take Bright House's network as it is (or as it may become), if that arrangement is inconsistent with the technical requirements of Verizon. It would obviously be impossible for Verizon to tailor its network to the differing networks of each interconnector, and Verizon has no obligation to do so.</p>
<p>General Terms § 43.2</p>	<p>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 ***CLEC Acronym TE*** with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice.</p>	<p>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, <u>provided, however, that such termination shall be permissible only if Verizon assigns its duties and obligations under this Agreement, in accordance with Section 5 of this Agreement, to the third person and the third person agrees in writing to assume all of Verizon's duties and obligations hereunder with respect to such territory or portion thereof.</u> Verizon shall provide Bright House with at least 90 calendar days prior written notice of such termination, which notice shall <u>not</u> be effective unless it is accompanied by the written assignment and acknowledgement by the third person noted above. upon the date specified in the notice.</p>	<p><u>Bright House Comment:</u></p> <p>There is no reason that Verizon should be permitted to "walk away from" its commitments under the Agreement simply by selling off some portion of its territory. To the contrary, once this Agreement is in place, it should be completely clear that any purchaser of some or all of Verizon's territory will take over such territory <u>subject to the obligations in the Agreement.</u> If Verizon cannot find a buyer willing to take on those obligations then Verizon should come to Bright House to negotiate over potential modifications to the Agreement, if any are possible, in order to accommodate Verizon's potential buyer.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon's duty to interconnect and provide the services hereunder exists only to the extent that Verizon is in fact the ILEC in the territory in which such interconnection and services are requested. Where Verizon ceases to be the ILEC in a given territory, it cannot be obligated to provide the ILEC services contemplated by this Agreement. This provision simply recognizes this reality. To the extent that Bright House seeks protection against a sudden or precipitous cessation of service, ample protection is provided by the rules and processes of the Commission and the FCC.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 46</p> <p>RESOLVED</p>	<p>46. Section 252(i) Obligations</p> <p>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 ***CLEC Acronym TE*** of any rights it may have under Section 252(i) results in the rearrangement of Services by Verizon, ***CLEC Acronym TE*** shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services.</p>	<p>46. Section 252(i) Obligations</p> <p>To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act. <u>Bright House shall bear rearrangement costs, termination charges, and similar costs and charges arising from its exercise of its Section 252(i) rights, to the extent required by Applicable Law.</u> To the extent that the exercise by ***CLEC Acronym TE*** of any rights it may have under Section 252(i) results in the rearrangement of Services by Verizon, [CLEC] shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services.</p>	<p><u>Bright House Comment:</u></p> <p>It may well be that Applicable Law regarding Bright House's exercise of § 252(i) rights would normally place liability for rearrangement costs onto Bright House rather than Verizon. In cases where that is true, Bright House will bear any such costs. But there may be situations in which it is not appropriate to impose such costs on Bright House and in which Applicable Law does not require Bright House to bear such costs, in which case Bright House should not bear them.</p> <p>In response, Bright House notes that those concerns do not really relate to the ICA between Verizon and Bright House; they relate to the scope of Section 252(i) rights of hypothetical third-party CLECs as against Verizon. As a result, we believe our proposal remains appropriate.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>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 Bright House of any rights it may have under Section 252(i) results in the rearrangement of Services by Verizon, Bright House shall be solely liable for all otherwise-applicable charges associated therewith, as well as for any otherwise-applicable termination charges associated with the termination of existing Verizon Services.</p>
<p>General Terms § 47</p> <p>RESOLVED</p>	<p>47. Use of Service</p> <p>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.</p>	<p>47. Use of Service</p> <p>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 obtained by it under this Agreement</p>	<p><u>Bright House Comment:</u></p> <p>As noted above in connection with General Terms §§ 2.4 and 16, many services, functions, etc. will be provided between the Parties with no explicit charges between them. It is therefore more appropriate to refer to Services being "obtained" by a Party under the Agreement, rather than "purchased."</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 50</p>	<p>50. Withdrawal of Services</p> <p>50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to ***CLEC Acronym TE***.</p> <p>50.2 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with thirty (30) days prior written notice to ***CLEC Acronym TE*** terminate any provision of this Agreement that provides for the payment by Verizon to ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***. Following such termination, except as otherwise agreed in writing by the Parties, Verizon shall be obligated to provide compensation to ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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</p>	<p>50. <u>[Intentionally Left Blank].</u></p> <p>50.1 <u>[Intentionally left blank].</u></p> <p>50.2 <u>[Intentionally left blank].</u></p>	<p><u>Bright House Comment:</u></p> <p>This entire provision is completely inappropriate and undermines the legitimacy and legality of the entire Agreement. Federal law requires Verizon to voluntarily enter into "binding" contract terms with Bright House or to have the PSC impose such binding terms on Verizon. Section 50.1 essentially says that if there is anything in the Agreement that Verizon agrees to do, but which is not literally "required by Applicable Law," Verizon can stop doing it at any time, on 30 days notice. Such a provision introduces boundless uncertainty into the Parties' contractual arrangement. The point of having the Agreement is to give certainty to the Parties' interconnection and business dealings. We agree that if Applicable Law <i>changes</i> to relieve Verizon of some obligation to do something, if can (after appropriate negotiation and transition arrangements) stop doing it. But in the absence of a change in law, Verizon should be bound by the terms of its deal.</p> <p>Section 50.2 seems to be a one-way provision setting a special change-in-law rule for changes relating to intercarrier compensation. This probably is addressing Verizon's worries about paying compensation for ISP-bound traffic, an issue that does not particularly concern Bright House. But as a general proposition, changes in the law regarding intercarrier compensation are just like any other changes in law: If they occur, the Parties should try to agree on how to make corresponding changes in their agreement and, if they cannot do so, they can bring the matter to the PSC for resolution.</p>	<p><u>Verizon Comment:</u></p> <p>Bright House mistakenly assumes that only changes in law might relieve Verizon of particular obligations under the contract. In some cases, however, Bright House's entitlement to particular services or elements will depend on factual circumstances. For example, to the extent that Bright House uses interconnection facilities for "the transmission and routing of telephone exchange service and exchange access," it is entitled to interconnection at "any technically feasible point" within Verizon's network under Section 251(c)(2). If Bright House is not providing "telephone exchange service and exchange access," it is not entitled to this form of interconnection.</p> <p>These provisions contemplate the possibility that there might be a change in circumstances, and/or that a misunderstanding might be corrected. That is, if Bright House's circumstances are such that it is entitled to a given service, but those circumstances change, then these provisions allow for the withdrawal of that service. Likewise, if Verizon mistakenly believes that a given set of circumstances exist, but it later becomes apparent that they do not, these provisions likewise allow for the withdrawal of that service.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>General Terms § 51</p>	<p>[no corresponding language in Verizon draft]</p>	<p><u>51. Payment for Services</u></p> <p><u>51.1 This Agreement contains numerous provisions requiring performance of multiple functions by each Party that provide benefits to the other Party and/or the other Party's Customers and End Users. By way of example and not limitation, each Party provides the other Party with interconnection arrangements, transport and termination of traffic, number portability, and dialing parity.</u></p> <p><u>51.2 Because of these multiple offsetting obligations, no performance of an obligation by one Party under this Agreement shall be construed to create an obligation on the other Party to pay the performing Party for performing that obligation, including without limitation the provision of any Service, activity, function, or performance under or relating to this Agreement. Any and all payment obligations that exist or arise under this Agreement are expressly set forth in this Agreement using language that expressly states that payment for the particular activity is required and that states what specific payment is required.</u></p> <p><u>51.3 For the avoidance of doubt, the fact that a Party places an Order under this Agreement, whether by means of an LSR, an ASR, or otherwise, shall not be construed to mean or imply that the Party placing the Order has an obligation under this Agreement, or at all, to make any payments to the other Party in compensation for the Service. Any payment obligations that exist under this Agreement are expressly stated in this Agreement.</u></p> <p><u>51.4 For the convenience of Verizon, the Pricing Attachment to this Agreement is Verizon's</u></p>	<p><u>Bright House Comment:</u></p> <p>Verizon's draft is fundamentally vague and ambiguous about when one Party's provision of some function or service generates a payment obligation on the part of the other Party. This is bad draftsmanship and is essentially guaranteed to generate disputes (and, indeed, has generated such disputes under the Parties' existing agreement). Verizon's use of terms such as "Purchasing Party" and "purchase" and "order" all contribute to this ambiguity. Yet, a fundamental requirement of a binding contract is that it unambiguously specify what prices will be imposed for which activities.</p> <p>To correct this problem, Bright House's language makes crystal clear that (a) many functions will be provided by one Party for the benefit of the other Party without any obligation to pay being thereby created; and (b) when an obligation to pay exists, it will be clearly and unambiguously stated.</p> <p>This language is not in any way intended to deprive Verizon (or Bright House) of the right to receive payment when payment is appropriate and required by the contract. It is simply intended to make all such payment obligations <i>entirely explicit</i>. This is simply good draftsmanship.</p> <p>We note that we are suggesting that Verizon's current Pricing Appendix may be used even though it contains prices for items that may well not be subject to a charge under the substantive terms of the Agreement. We take this idea from language contained in Verizon's standard "adoption letter," which effectively "slaps on" the current pricing appendix to an adopted agreement. The alternative to this approach is to save the editing of the Pricing Appendix until the conclusion of the entire negotiation/arbitration process, and then edit out any and all prices that are not appropriately included under the substantive terms of the Agreement.</p>	<p><u>Verizon Comment:</u></p> <p>If Bright House obtains services – whether under the agreement or otherwise – it is obligated to pay for the services. Bright House's proposal would enable it to escape this obligation.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p><u>standard Pricing Attachment as of the Effective Date of this Agreement for Florida. The Parties acknowledge that they have made no effort to eliminate from the Pricing Attachment references to or prices for activities, functions, and/or Services that are not chargeable or otherwise subject to any payment obligation under this Agreement. For avoidance of doubt, notwithstanding anything in the Pricing Attachment to the contrary, nothing in the Pricing Appendix creates or shall be construed to create any obligation on the part of either Party to pay for any particular activity, function, performance, or Service under this Agreement. Instead, the Pricing Attachment is for reference only, and the fact that the Pricing Attachment may contains a price for a particular activity, function, performance and/or Service shall not be construed to create any payment obligation. Instead, as provided in Section 51.2, each and every payment obligation established in this Agreement is expressly stated in the substantive terms of this Agreement.</u></p>		
GLOSSARY				
<p>Glossary § 1.2 RESOLVED</p>	<p>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.</p>	<p>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 <u>or, if applicable, in Title 47 of the Code of Federal Regulations.</u> Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may</p>	<p><u>Bright House Comment:</u></p> <p>The reference to “the Act” should be expanded to include 47 C.F.R., which includes definitions of particular terms or concepts enacted by the FCC.</p> <p>There are various terms used in the Agreement with specialized meanings in the telecommunications industry. If a dispute arises in which those terms are relevant, the Agreement should clearly direct the decision-maker to look to the specialized industry meanings of the relevant terms. Otherwise the actual intent of the Parties may be ignored or misconstrued.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>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 <u>or, if applicable, in Parts 51 and 52 of Title 47 of the Code of Federal Regulations.</u></p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p>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. <u>Otherwise, words shall be given their normal English language meaning, except that terms with a specialized or generally understood meaning or application within the United States telecommunications industry as of the Effective Date shall be interpreted in light of that meaning.</u></p>		<p>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. <u>Otherwise, words shall be given their normal English language meaning, except that terms with a specialized or generally understood meaning or application within the United States telecommunications industry as of the Effective Date shall be interpreted in light of that meaning.</u></p>
<p>Glossary § 2.2 RESOLVED</p>	<p>2.2 Advanced Services. <i>As a general matter, shall have the meaning set forth by the FCC.</i></p>	<p>2.2 <u>[Intentionally Left Blank]</u></p>	<p><u>Bright House Comment:</u> The term “advanced services” is not used in any substantive provision of the Agreement. In addition, Verizon’s proposed definition is vague, and its intention is covered by the sentence that Bright House proposes to add to the end of Glossary § 1.2.</p>	<p><u>Verizon Comment:</u> Verizon accepts the Bright House proposal.</p>
<p>Glossary § 2.7 RESOLVED</p>	<p>2.7 Ancillary Traffic All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: directory assistance, 911/E-911, operator services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query and LIDB.</p>	<p>2.7 Ancillary Traffic All traffic that is destined for ancillary services, or that may have special billing <u>or routing</u> requirements, including but not limited to the following: directory assistance, 911/E-911, operator services (IntraLATA call completion), IntraLATA <i>third party, collect and calling card</i>, 800/888 database query and LIDB.</p>	<p><u>Bright House Comment:</u> Traffic may qualify for treatment as “ancillary” if it needs special routing arrangements irrespective of billing arrangements applicable to it.</p>	<p><u>Verizon Comment:</u> Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Glossary § 2.9</p> <p>RESOLVED</p>	<p>2.9 Applicable Law</p> <p>All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement. For the avoidance of any doubt, when used in relation to unbundled Network Elements or Combinations of unbundled Network Elements, the term "Applicable Law" means the Federal Unbundling Rules</p>	<p>2.9 Applicable Law</p> <p>All effective laws, government regulations and government orders, including, without limitation, orders of the FCC and the Commission, applicable to each Party's performance of its obligations under this Agreement. For the avoidance of any doubt, when used in relation to unbundled Network Elements or Combinations of unbundled Network Elements, the term "Applicable Law" means includes the Federal Unbundling Rules.</p>	<p><u>Bright House Comment:</u></p> <p>The first proposal clarifies and emphasizes that rulings by the FCC and the Florida PSC count as "Applicable Law" under the Agreement. The second proposal clarifies that, while the Federal Unbundling Rules (another defined term) are certainly part of "Applicable Law" in the context of UNEs and combinations, those Federal Unbundling Rules do not constitute the <i>entirety</i> of such "Applicable Law." Verizon's proposed language would lead to the absurd result that if, for example, a dispute arose regarding unbundled Network Interface Devices (NIDs), only the Federal Unbundling Rules, and not the numerous other FCC rulings regarding NIDs, would count as "Applicable Law."</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>Glossary § 2.13</p> <p>RESOLVED</p>	<p>2.13 Business Day</p> <p>Monday through Friday, except for holidays observed by Verizon.</p>	<p>2.13 Business Day</p> <p>Monday through Friday, except for Federal holidays. observed by Verizon.</p>	<p><u>Bright House Comment:</u></p> <p>There is no reason to tie our contractual relationship to either Party's observances. Federal holidays provide an objective determinant for what constitutes a "Business Day."</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>2.13 Business Day</p> <p>Any day other than: (i) a Saturday or Sunday, (ii) a legal holiday in the state of Florida, or (iii) any other day on which commercial banks in Florida are authorized by law or government decree to close.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Glossary § 2.19	<p>2.19 Central Office</p> <p>An End Office or Tandem. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.</p>	<p>2.19 Central Office</p> <p>An End Office or Tandem, <u>or a facility or location that performs generally similar functions within a communications network.</u> Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.</p>	<p><u>Bright House Comment:</u></p> <p>It is not always clear that the specific technology used by a CLEC such as Bright House meets each aspect of the technical definition of legacy ILEC terms, including "End Office" and "Tandem." This is increasingly true for ILECs as well as they modify their networks with new technology. The added language clarifies that any facility or location that does essentially what a traditional "Central Office" does, will be included within the term as it is used in the Agreement.</p>	<p><u>Verizon Comment:</u></p> <p>This definition, combined with the definition of "End Office" below, would inappropriately expand the definition beyond what is meant by these terms (and how the terms are used) in this agreement, and would instead potentially expand those concepts to include essentially any switching location, including Internet hubs, carrier hotels, and the like.</p>
<p>Glossary § 2.20</p> <p>RESOLVED</p>	<p>2.20 [Intentionally Left Blank]</p>	<p>2.20 <u>Change in Applicable Law.</u></p> <p><u>Any legislative, regulatory, judicial or other governmental decision, order, determination or action, that changes Applicable Law, that occurs on or after the Effective Date, and that 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.</u></p>	<p><u>Bright House Comment:</u></p> <p>A "Change in Applicable Law" is a significant contractual event that entitles a Party to renegotiate its obligations under the Agreement. It is therefore necessary to clearly define it so that the Parties will know unambiguously that one has occurred, and that a decision maker will have a standard to refer to if the Parties dispute whether one has occurred. Bright House's proposed definition meets these criteria.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>2.20 Change in Applicable Law.</p> <p>Any legislative, regulatory, judicial or other governmental decision, order, determination or action, that changes Applicable Law, and that 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.</p>
<p>Glossary § 2.22</p> <p>RESOLVED</p>	<p>2.22 CLEC (Competitive Local Exchange Carrier)</p> <p>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 [State]. ***CLEC Acronym TE*** is or shortly will become a CLEC</p>	<p>2.22 CLEC (Competitive Local Exchange Carrier)</p> <p>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 [State] <u>Florida.</u> Bright House {CLEC} is or shortly will become a CLEC</p>	<p><u>Bright House Comment:</u></p> <p>These are obvious and should be noncontroversial. That said, in a recent FCC litigation Verizon contended that Bright House was <i>not</i> actually a LEC by virtue of its providing PSTN connectivity indirectly to VoIP End Users rather than directly to such End Users. The FCC, affirmed by the federal courts, concluded that Bright House was, indeed, a LEC.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Glossary § 2.25 RESOLVED	2.25 Commission ***State Commission TXT***	2.25 Commission The Florida Public Service Commission.	<u>Bright House Comment:</u> This is obvious and noncontroversial.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.
Glossary § 2.29	2.29 Cross Connect For a collocation arrangement, the facilities between the collocating Party's equipment and the equipment or facilities of the housing Party (such as the housing Party's digital signal cross connect, Main Distribution Frame, or other suitable frame or panel).	2.29 Cross Connect For <u>Within</u> a collocation arrangement, the facilities between <u>(a)</u> the collocating Party's equipment and the equipment or facilities of the housing Party (such as the housing Party's digital signal cross connect, Main Distribution Frame, or other suitable frame or panel) <u>or (b) the equipment or facilities of another collocating party.</u>	<u>Bright House Comment:</u> The definition of cross connect should recognize Bright House's right to connect to third parties at a collocation site.	<u>Verizon Comment:</u> Verizon proposes the following language, which Verizon believes captures the substance of Bright House's proposal but eliminates a potential ambiguity: 2.29 Cross Connect <u>Within</u> a collocation arrangement, facilities between the collocating Party's equipment and <u>(a)</u> the equipment or facilities of the housing Party (such as the housing Party's digital signal cross connect, Main Distribution Frame, or other suitable frame or panel) <u>or (b) the equipment or facilities of another collocating party</u>
Glossary § 2.30	2.30 Customer A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.	2.30 Customer A third party residence or business end-user subscriber to Telephone Exchange <u>Telecommunications Services or interconnected VoIP Services</u> provided <u>directly</u> by either of the Parties, <u>or indirectly, by means of third parties and/or affiliates (including but not limited to resellers) who obtain Telecommunications Services from a Party. For avoidance of doubt, the term "Customer" includes third party residence, business or governmental End Users who receive interconnected VoIP Service from an affiliate of a Party, and also includes resellers or other entities to which a Party provides Telecommunications Services on a wholesale basis that are</u>	<u>Bright House Comment:</u> Bright House provides its Telecommunications Services directly to its cable affiliate, which uses those services to provide VoIP service to End Users, who, as a result, obtain their PSTN connectivity through Bright House. In order to avoid ambiguity and confusion in the application of various provisions of the Agreement, it is necessary to specify that Bright House's VoIP End Users are "Customers" for purposes of the Agreement. Note that Bright House proposes to add a definition of the term "End User" in order to further clarify this and related points. See discussion below of Glossary § 2.46	<u>Verizon Comment:</u> Bright House improperly seeks to include in the definition of "customer" the customers of its cable affiliate and other third parties that are not Parties to this agreement—and not just "telecommunications" customers, but customers of "interconnected VoIP services" as well. Under federal law, interconnection is only available for the provision of telecommunications service by the interconnecting carrier—not any services at all, let alone any services Bright House's cable company or another third party may choose to provide. Bright House cannot be permitted to structure its operations to insulate its VoIP services from regulation, but then propose contract terms and obligations that run to those unregulated operations.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<u>then used in connection with the provision by such entity of voice communications services to End Users.</u>		
<p>Glossary § 2.34</p> <p>RESOLVED</p>	<p>2.34 Default PSAP</p> <p>The PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call when it is not feasible to route that 911/E-911 Call to the Designated PSAP.</p>	<p>2.34 Default PSAP</p> <p>The PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call when <u>it cannot be selectively routed, due to an ANI/key failure, or other cause, is not feasible to route that 911/E-911 Call</u> to the Designated PSAP.</p>	<p><u>Bright House Comment:</u></p> <p>The contract definition of "default PSAP" should accurately specify the conditions under which a PSAP becomes the default.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>Glossary § 2.35</p> <p>RESOLVED</p>	<p>2.35 Designated PSAP</p> <p>The primary PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call based upon the geographic location of the end user.</p>	<p>2.35 Designated PSAP</p> <p>The primary PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call based upon the <u>selective routing assigned to the geographic location of the End User.</u></p>	<p><u>Bright House Comment:</u></p> <p>The definition of "designated PSAP" is determined by the selective routing assignment, not literally by the geographic location of the customer.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Glossary § 2.45	<p>2.45 End Office</p> <p>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.</p>	<p>2.45 End Office</p> <p>A switching entity that is used for connecting lines to lines or lines to trunks, <u>or reasonably equivalent functions</u>, for the purpose of originating/terminating calls <u>telecommunications</u>. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.</p>	<p><u>Bright House Comment:</u></p> <p>It is not always clear that the specific technology used by a CLEC such as Bright House meets each aspect of the technical definition of legacy ILEC terms, including "End Office." This is increasingly true for ILECs as well as they modify their networks with new technology. The first added phrase clarifies that any facility or location that does essentially what a traditional "End Office" does, will be included within the term as it is used in the Agreement.</p> <p>As to the second change, the term "calls" is undefined (in the Agreement, in the Act, or in FCC regulations) and is increasingly ambiguous as the technology of local communications continues to evolve. By contrast, the term "telecommunications" is defined in the Act and, indeed, is used in the Act's definition of "telephone exchange service." It is therefore a better term to use in this context than "calls."</p>	<p><u>Verizon Comment:</u></p> <p>This definition, combined with the definition of "Central Office" above, would inappropriately expand the definition beyond what is meant by these terms (and how the terms are used) in this agreement, and would instead potentially expand those concepts to include essentially any switching location, including Internet hubs, carrier hotels, and the like.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Glossary § 2.46	2.46 [Intentionally Left Blank].	<p>2.46 End User</p> <p><u>A business, governmental, consumer/residential or other entity that is not acting in the capacity of a Telecommunications Carrier that subscribes to a Telecommunications Service of a Telecommunications Carrier (including but not limited to a Party) and/or subscribes to VoIP Service offered by a provider of such service (including but not limited to a Party or an affiliate of a Party). For avoidance of doubt, references to a "Bright House End User" refer to End Users that obtain connectivity to the PSTN directly or indirectly through Bright House's network, and references to a "Verizon End User" refer to End Users that obtain connectivity to the PSTN directly or indirectly through Verizon's network.</u></p>	<p><u>Bright House Comment:</u></p> <p>This definition is needed to clarify the status under the Agreement of Bright House's VoIP customers, who do not literally receive service directly from Bright House, but who, in practical effect, constitute Bright House's end user customer base.</p> <p>Note that under Bright House's proposed definitions, the distinction between a "Customer" and an "End User" is that an "End User" is not acting in the capacity of a telecommunications carrier, while a "Customer" can be.</p>	<p><u>Verizon Comment:</u></p> <p>Bright House inappropriately seeks to include in the definition of "customer," the VoIP customers of its cable TV affiliate, as well as other third parties that are not a Party to this agreement. This proposal should be rejected for the reasons Verizon sets forth in its position on section 2.30, above.</p>
Glossary § 2.50	<p>2.50 Exchange Access</p> <p>Shall have the meaning set forth in the Act.</p>	<p>2.50 Exchange Access</p> <p>Shall have the meaning set forth in the Act. <u>For purposes of this Agreement, "Exchange Access" traffic shall fall into one of two exhaustive and mutually exclusive categories: "Toll Traffic," as defined herein, in which one of the Parties is the IXC; and "Meet Point Billing Traffic" as defined herein in which the Parties jointly provide exchange access service to a third-party IXC.</u></p>	<p><u>Bright House Comment:</u></p> <p>Because of potential confusion surrounding when it might be appropriate for a party to apply rates from its "access service" tariff, or to apply that tariff itself, it is important to be extremely precise about the use of the term "exchange access." Bright House's proposed change eliminates ambiguity on that point.</p>	<p><u>Verizon Comment:</u></p> <p>There is nothing ambiguous about the definition that Verizon proposed. By unnecessarily introducing new terms that mean nearly (but not quite) the same thing, Bright House's proposal serves only to create confusion.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Glossary § 2.51</p> <p>RESOLVED</p>	<p>2.51 FCC Regulations</p> <p>The unstayed, effective regulations promulgated by the FCC, as amended from time to time.</p>	<p>2.51 FCC Regulations/<u>Rulings</u></p> <p>The unstayed, effective regulations promulgated by the FCC, as amended from time to time, <u>including both FCC rules and regulations formally codified in the Code of Federal Regulations and FCC requirements imposed in FCC orders and rulings but not so codified.</u></p>	<p><u>Bright House Comment:</u></p> <p>The language to “FCC Regulations” needs to be expanded due to that agency’s practice of establishing often very specific requirements and obligations without ever formally codifying them into the Code of Federal Regulations. For example, the FCC’s intercarrier compensation rule establishing a \$0.0007/minute rate for ISP-bound traffic, and the associated “mirroring rule” requiring an ILEC to apply that rate to both ISP-bound and “normal” traffic is nowhere to be found in the C.F.R.; it exists entirely in FCC orders. There is no reason to draw any legal distinction, in the Parties’ Agreement between the two different “types” of FCC-imposed requirements.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>2.51 FCC Regulations/Rulings</p> <p>The unstayed, effective regulations promulgated by the FCC, as amended from time to time, including both FCC rules and regulations formally codified in the Code of Federal Regulations and, to the extent unstayed and effective, valid FCC requirements imposed in FCC orders and rulings but not so codified (including, by way of example but not without limitation, the FCC Internet Orders</p>
<p>Glossary § 2.60</p>	<p>2.60 Information Access</p> <p>The provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services, including a provider of Internet access or Internet transmission services.</p>	<p>2.60 Information Access</p> <p>The provision of specialized exchange telecommunications services <u>in a LATA</u> in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services. including a provider of Internet access or Internet transmission services. <u>Such specialized exchange telecommunications services include, where necessary, the provision of network control signaling, answer supervision, automatic calling number identification, carrier access codes, testing and maintenance of facilities, and the provision of information necessary to bill customers.</u></p>	<p><u>Bright House Comment:</u></p> <p>This definition is drawn from the “Modification of Final Judgment,” which is the decree that broke up the old Bell System in 1984. The modifications Bright House is proposing mainly entail conforming the definition in the Agreement to the definition in the decree. <i>See United States v. AT&T</i>, 552 F. Supp. 131, 229 (D.D.C. 1982).</p> <p>Deleting the language that <i>includes</i> calls to ISPs within the definition of Information Access is necessary in light of the FCC’s November 5, 2008 Internet Ruling. In that ruling the FCC clearly and unambiguously ruled that calls to ISPs <i>are</i> embraced within Section 251(b)(5), albeit also subject to special compensation rules (the \$0.0007/minute limitation and mirroring rule) established by the FCC under § 201.</p>	<p><u>Verizon Comment:</u></p> <p>At the outset, Verizon notes that having proposed these changes to the term “Information Access,” Bright House then proposed to eliminate all references to the term elsewhere in the Agreement.</p> <p>Bright House’s proposed revisions are unnecessary and inaccurate. The added language is unnecessary (and potentially inaccurate), as it reflects a 27-year-old conception of what may or may not be necessary in the provision of information access. The proposed deletion is inaccurate, as it does not follow from the FCC’s inclusion of ISP-bound traffic in the scope of Section 251(b)(5) that such traffic is no longer considered information access traffic.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Glossary § 2.63	<p>2.63 Internet Traffic</p> <p>Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.</p>	<p>2.63 Internet Traffic</p> <p><u>Traffic in which a Customer or End User of a Party establishes a dial-up connection to the modems or functionally equivalent equipment or facilities of an Internet Service Provider by means of connections to the public switched telephone network provided to the Internet Service Provider by the other Party.</u> Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.</p>	<p><u>Bright House Comment:</u></p> <p>Verizon's proposed language is vague. The traffic that is subject to controversy is a dial-up call from one Party's Customer or End User to an ISP served by the other Party. The definition should clearly define that traffic in order to avoid disputes and confusion in unrelated circumstances.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon's definition is not at all vague. Verizon uses two terms: Internet Traffic, and Measured Internet Traffic. Bright House has proposed to conflate these terms and their corresponding concepts. This introduces an ambiguity into Verizon's original proposal.</p>
Glossary § 2.74	<p>2.74 Line Side</p> <p>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.</p>	<p>2.74 Line Side</p> <p>An End Office connection that provides transmission, switching and optional features, <u>or equivalent functions,</u> suitable for Customer connection to the public switched <u>telephone</u> network, including <u>which may include, without limitation,</u> loop start supervision, ground start supervision, and signaling for BRI-ISDN service.</p>	<p><u>Bright House Comment:</u></p> <p>It is not always clear that the specific technology used by a CLEC such as Bright House is exactly the same as parallel legacy ILEC technology; these changes allow for technical change in the manner in which the noted functions are performed.</p> <p>The more common industry term is "public switched telephone network" rather than "public switched network," so we have added the word "telephone" here.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon proposes to delete this term, as it is not used anywhere else in the Agreement.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Glossary § 2.76</p> <p>RESOLVED</p>	<p>2.76 LSR (Local Service Request)</p> <p>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.</p>	<p>2.76 LSR (Local Service Request)</p> <p>An industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect <u>certain Services provided under this Agreement, including without limitation</u> resold Telecommunications Services, and Network Elements, <u>requests for Number Porting, the establishment of Directory Listings, and other functions.</u></p>	<p><u>Bright House Comment:</u></p> <p>The LSR is used for a wide variety of functions by different CLECs. The two functions listed in Verizon's definition are irrelevant to Bright House, which uses the LSR for (among other things) submitting number porting requests and requests to establish or modify directory listings for its end users. Bright House's proposed language reflects this broader use of the LSR form.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>2.76 LSR (Local Service Request)</p> <p>An industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect <u>certain Services provided under this Agreement, including without limitation</u> resold Telecommunications Services, and Network Elements, <u>requests for number porting, the establishment of directory listings, and other functions.</u></p>
<p>Glossary § 2.78</p> <p>RESOLVED</p>	<p>2.78 MDF (Main Distribution Frame)</p> <p>The primary point at which outside plant facilities terminate within an Interconnection Wire Center, for interconnection to other Telecommunications facilities within the Interconnection Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.</p>	<p>2.78 MDF (Main Distribution Frame)</p> <p>The primary point at which outside plant facilities terminate within an Interconnection Wire Center, for interconnection to other Telecommunications facilities within the Interconnection Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.</p>	<p><u>Bright House Comments:</u></p> <p>The definition of "Interconnection Wire Center" (which Bright House does not propose to change) reflects the fact that a variety of different types of facilities may exist at such a location. Between the advent of VoIP and other technologies, limiting the types of facilities to which outside plant may or may not be connected is both unnecessary and likely, over time, to provoke disputes. Note that removing this word does not expand or contract the Parties' substantive interconnection rights and obligations; it simply makes the definition of MDF neutral as regards those rights and obligations.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Glossary § 2.79	<p>2.79 Measured Internet Traffic</p> <p>Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined by Verizon. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) (as defined in the Interconnection Attachment) does not constitute Measured Internet Traffic.</p>	<p>2.79 Measured Internet Traffic</p> <p>Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in Verizon's <u>that Party's</u> local calling area, and delivered to a Customer or <u>the modems or functionally equivalent equipment or facilities of an Internet Service Provider served by the other Party on that other Party's network</u> at a point in the same Verizon local calling area. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) (as defined in the Interconnection Attachment) does not constitute Measured Internet Traffic. <u>For avoidance of doubt, the Parties expressly acknowledge that in the November 5, 2008 FCC Internet Order, the FCC ruled that Internet Traffic is subject to Reciprocal Compensation and that, as a result, Reciprocal Compensation Traffic includes Internet Traffic, subject to the FCC's rules and rulings regarding intercarrier compensation applicable to such traffic.</u></p>	<p><u>Bright House Comments:</u></p> <p>First, Bright House's clarification of the definition of "Internet Traffic" makes the reference to "dial-up, switched" traffic, and the reference to delivery of traffic to "a Customer" unnecessary.</p> <p>Second, given changing technology it is necessary to refer to "modems or functionally equivalent" equipment. That is the equipment which effectively "converts" a dial-up PSTN call to an information service function, and so is the relevant location for purposes of this definition.</p> <p>Third, while Bright House does not serve dial-up ISPs on its network, Verizon does, and today a non-trivial amount of traffic flows from Bright House customers establishing dial-up connections to dial-up ISPs served by Verizon. As a result, the language needs to be changed to make the definition work for traffic that flows in both directions. For Verizon-to-Bright-House dial-up ISP calls (if any were to exist), the relevant local calling area is Verizon's. For Bright-House-to-Verizon dial-up ISP calls, the relevant local calling area is Bright House's.</p> <p>Finally, Verizon's language does not effect the clear ruling by the FCC in its November 5 order establishing that dial-up calls to ISPs are subject to reciprocal compensation under Section 251(b)(5) of the Act. Our language corrects that error.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon's definition is not at all vague. Verizon uses two terms: Internet Traffic, and Measured Internet Traffic. Bright House has proposed to conflate these terms and their corresponding concepts. This introduces an ambiguity into Verizon's original proposal.</p> <p>In addition to Verizon's original language, in light of changes that Bright House proposed elsewhere that Verizon is conditionally willing to accept, Verizon now proposes to add the following clause:</p> <p><u>The determination as to whether traffic is Measured Internet Traffic shall be made in accordance with the April 18, 2001 FCC Internet Order, as modified by and re-affirmed in the November 5, 2008 FCC Internet Order, including the rebuttable presumption that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic.</u></p>
Glossary § 2.82	2.82 [Intentionally left blank]	<p>2.82 <u>Meet Point Billing Traffic</u></p> <p><u>Traffic that (a) originates on the</u></p>	<p><u>Bright House Comment:</u></p> <p>Meet point billing arrangements apply to access traffic (that is,</p>	<p><u>Verizon Comment:</u></p> <p>This new term is unnecessary and inaccurate. It</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p><u>network of one Party, is exchanged with the other Party at a POI established under this Agreement, and is delivered by the other Party to an Interexchange Carrier or (b) is delivered by an Interexchange Carrier to one Party, is exchanged with the other Party at a POI established under this Agreement, and terminates on the network of the other Party.</u></p>	<p>the origination or termination of toll calls) where one Party provides end office and termination functions, but the other Party provides the "transport" function (which may include switching) linking the IXC's point-of-presence to end office of the originating or terminating caller (as the case may be). As currently configured and into the future, either Bright House or Verizon may, in particular cases, provide either portion of the overall access service. It is therefore important to clearly define it so that appropriate intercarrier compensation arrangements among the Parties and the affected IXC will be established.</p>	<p>is unnecessary because Verizon's existing definition of Toll Traffic (and its use throughout the Agreement) clearly defines the traffic at issue and how it is to be treated. Bright House's proposed definition is inaccurate because "meet point billing traffic," as commonly recognized in the industry, is frequently not exchanged at a POI established under an interconnection agreement. Rather, it is exchanged over access toll connecting trunks.</p>
<p>Glossary § 2.86</p> <p>RESOLVED</p>	<p>2.86 NID (Network Interface Device)</p> <p>The Verizon provided interface terminating Verizon's Telecommunications network on the property where the Customer's service is located at a point determined by Verizon. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon's network</p>	<p>2.86 NID (Network Interface Device)</p> <p><u>An interface</u> The Verizon provided <u>by a Party</u> terminating Verizon's <u>that Party's</u> communications network on the property where the Customer's service is located, at a point determined by Verizon the Party placing the NID. <u>A Verizon NID shall contain</u> The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon's network.</p>	<p><u>Bright House Comment:</u></p> <p>Depending on the particular service configuration, Bright House may provide NIDs or equivalent devices in connection with the provision of VoIP services to its end users. Provisions in the Agreement relating to the use of Verizon NIDs as UNEs reflect that Bright House may place its own NIDs. The definition of NID should reflect that potential. Of course, only Verizon is obliged to offer its NID as a UNE.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>Glossary § 2.87</p>	<p>2.87 911/E-911 Call(s)</p> <p>Call(s) made by the ***CLEC Acronym TE*** end user by dialing the three digit telephone number "911" to facilitate the reporting of an emergency requiring response by a public safety agency.</p>	<p>2.87 911/E-911 Call(s)</p> <p>Call(s) made by the {CLEC} <u>Bright House End User</u> by dialing the three digit telephone number "911" to facilitate the reporting of an emergency requiring response by a public safety agency.</p>	<p><u>Bright House Comment:</u></p> <p>Aside from inserting Bright House's name, here we capitalize the term "End User" in light of its inclusion as a defined term. See Glossary § 2.46, above.</p>	<p><u>Verizon Comment:</u></p> <p>Bright House's proposed modification is unacceptable because it improperly includes within the definition of "End User" the customers of Bright House's cable TV affiliate, and other third parties that are not parties to this agreement.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Glossary § 2.90	<p>2.90 NPA (Numbering Plan Area)</p> <p>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.</p>	<p>2.90 NPA (Numbering Plan Area)</p> <p>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.</p>	<p><u>Bright House Comment:</u></p> <p>The deleted language is simply inaccurate. While (for example) "813" is the Tampa NPA and is indeed "associated" with a defined area around Tampa, a large amount of telephone services with "813" area code – including wireless calls and nomadic VoIP calls – are not "provided within that geographic area."</p>	<p><u>Verizon Comment:</u></p> <p>Verizon proposes the following language:</p> <p>2.90 NPA (Numbering Plan Area)</p> <p>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 <u>typically</u> 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.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Glossary § 2.92	<p>2.92 Order</p> <p>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).</p>	<p>2.92 Order</p> <p>An order or application to provide, change, <u>obtain maintenance with respect to</u>, or terminate a Service (including, but not limited to, a commitment to purchase <u>obtain</u> a stated number or minimum number of lines or other Services for a stated period or minimum period of time). <u>For the avoidance of doubt, the term "Order" as used in this Agreement, whether such "Order" is placed by means of an LSR, an ASR, or otherwise, shall not be construed to mean or imply that the Party placing the Order has an obligation under this Agreement, or at all, to make any payments to the other Party in compensation for the Service being ordered. Any payment obligations that exist under this Agreement are expressly stated in this Agreement.</u></p>	<p><u>Bright House Comment:</u></p> <p>The first proposed change clarifies that a Party may submit an "order" to obtain maintenance functions with respect to a Service.</p> <p>The second proposed change relates to the need for the Agreement to be clear and unambiguous regarding when payment obligations exist and when they do not. As noted above (see General Terms § 51), many functions by Party will be without charge, so, many if not most "Orders" will not result in payment obligations. (For example, the most common form of LSR "Order" that Bright House submits to Verizon is a non-chargeable "Order" to terminate a Verizon customer's service and port the customer's number to Bright House.) It is therefore preferable not to refer to "purchasing" anything – which could be construed to imply a payment obligation – in the definition of "Order."</p> <p>The third change provides clarification regarding interpretation of the term "order."</p>	<p><u>Verizon Comment:</u></p> <p>This change relates again to Bright House's improper attempt to avoid payment obligations for services, as discussed in Bright House's proposed GTC section 51.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Glossary § 2.95</p> <p>RESOLVED</p>	<p>2.95 POI (Point of Interconnection)</p> <p>The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in the Interconnection Attachment, a Point of Interconnection shall be at (i) a technically feasible point on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center or Verizon End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a ***CLEC Acronym TE*** Interconnection Wire Center, ***CLEC Acronym TE*** switch or any portion of a transport facility provided by Verizon to ***CLEC Acronym TE*** or another party between (x) a Verizon Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of ***CLEC Acronym TE*** or another party.</p>	<p>2.95 POI (Point of Interconnection)</p> <p>The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in the Interconnection Attachment, a Point of Interconnection shall be at POIs include: (i) a technically feasible point on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement. The Interconnection Attachment sets forth the Parties' obligations with respect to the establishment of POIs. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center or Verizon End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a ***CLEC Acronym TE*** Interconnection Wire Center, ***CLEC Acronym TE*** switch or any portion of a transport facility provided by Verizon to ***CLEC Acronym TE*** or another party between (x) a Verizon Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of ***CLEC Acronym TE*** or another party.</p>	<p><u>Bright House Comment:</u></p> <p>Good contract draftsmanship does not include statements of parties' substantive obligations within definitions. Instead, such obligations are set forth in the appropriate "substantive" sections of the contract. Here, Verizon is confusing the <i>definition</i> of a POI with the obligations and limitations established by applicable law regarding where POIs may or may not be established. Our changes here properly refer questions about where POIs might be established to the Interconnection Attachment, which expressly deals with those questions.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>Glossary § 2.97</p> <p>RESOLVED</p>	<p>2.97 Primary Reference Source</p> <p>Equipment that provides a timing signal to synchronize network elements</p>	<p>2.97 Primary Reference Source</p> <p>Equipment that provides a timing signal to synchronize network elements different equipment within a network.</p>	<p><u>Bright House Comment:</u></p> <p>This is a "technical" change. Because "Network Element" is a defined term relating to UNEs, the use of the (uncapitalized) phrase "network element" in this definition (which relates to certain functions involved in establishing fiber meet points) is potentially confusing. Our revisions are intended to convey the actual intended meaning of the definition without using the</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>2.97 Primary Reference Source</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
			potentially ambiguous phrase "network elements."	Equipment that provides a timing signal that may be used as the basis of reference for the control of other clocks within a network.
Glossary § 2.99	<p>2.99 Purchasing Party</p> <p>A Party requesting or receiving a Service from the other Party under this Agreement</p>	<p>2.99 Purchasing <u>Receiving</u> Party</p> <p>A Party requesting or receiving a Service from the other Party under this Agreement</p>	<p><u>Bright House Comment:</u></p> <p>As noted above (see discussion under General Terms § 51 and Glossary § 2.92), the Agreement must be clear and unambiguous regarding when payment obligations exist and when they do not. As noted, a wide variety of functions each Party will provide to the other will be without charge. As a result, it is potentially highly misleading to refer to a Party requesting or receiving a service as a "purchasing" party. Note that the actual definition in Verizon's proposed language is unobjectionable; it is the use of the term "purchasing" that creates the misleading ambiguity.</p>	<p><u>Verizon Comment:</u></p> <p>As set forth in GTC Section 2.4, substitution of the term "Receiving Party" for "Purchasing Party" is unnecessary, and it is misleading. Frequently, the Purchasing Party is the delivering party, not the receiving party. When Verizon delivers a call for termination to a Bright House end-user, Verizon purchases this terminating service from Bright House.</p>
<p>Glossary § 2.102</p> <p>RESOLVED</p>	<p>2.102 Rate Center Area</p> <p>The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.</p>	<p>2.102 Rate Center Area</p> <p>The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.</p>	<p><u>Bright House Comment:</u></p> <p>The stricken language is inaccurate. Between number portability (including intermodal number portability), wireless traffic, and the availability of nomadic VoIP services, the strict correspondence of an NPA-NXX with a defined "exchange area" is becoming tenuous at best. Furthermore, there is no need for this language that Bright House can identify. See Interconnection Attachment, § 13.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>Glossary § 2.105</p> <p>RESOLVED</p>	<p>2.105 Reciprocal Compensation</p> <p>The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Orders, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and</p>	<p>2.105 Reciprocal Compensation</p> <p>The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Orders, and other applicable FCC orders and FCC</p>	<p><u>Bright House Comment:</u></p> <p>This is a conforming change to reflect the definition of "FCC Regulations/Rulings." See discussion of Glossary § 2.51.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
	termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Interconnection Attachment).	Regulations/ <u>Rulings</u> , costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Interconnection Attachment).		

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Glossary § 2.106</p>	<p>2.106 Reciprocal Compensation Traffic</p> <p>Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined by Verizon. Reciprocal Compensation Traffic does <u>not</u> include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined by Verizon, and based on the actual originating and terminating points of the complete end-to-end communication; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; (7) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment); or, (8) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in the Interconnection Attachment). For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.</p>	<p>2.106 Reciprocal Compensation Traffic</p> <p>Telecommunications traffic <u>exchanged between the Parties and subject to Reciprocal Compensation under Applicable Law. For avoidance of doubt, the Parties expressly acknowledge that in the November 5, 2008 FCC Internet Order, the FCC ruled that Internet Traffic is subject to Reciprocal Compensation and that, as a result, Reciprocal Compensation Traffic includes Internet Traffic, subject to the FCC's rules and rulings regarding intercarrier compensation applicable to such traffic.</u> originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined by Verizon. Reciprocal Compensation Traffic does <u>not</u> include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined by Verizon, and based on the actual originating and terminating points of the complete end-to-end communication; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any</p>	<p><u>Bright House Comment:</u></p> <p>Verizon's definition is attempting to pack in a number of restrictions and limitations that are not consistent with Applicable Law. For example, the FCC's November 5, 2008 Internet Order expressly ruled that ISP-bound calls (aka "Internet Traffic") is subject to reciprocal compensation under Section 251(b)(5), and that Section 251(b)(5) is <i>not</i> limited to "local" traffic, whether defined by reference to Verizon's local calling areas or otherwise. Rather than try to lay out (much less litigate) each of the (largely erroneous and unnecessary) restrictions that Verizon seeks to impose, Bright House proposes to simply state that "Reciprocal Compensation Traffic" is whatever traffic the FCC has deemed to be subject to Section 251(b)(5). If there are items where the intercarrier compensation arrangements applicable to particular types of traffic are of special concern to Verizon, Bright House will work with Verizon to specify the compensation (which may be no compensation at all, as between Verizon and Bright House) applicable to such types of traffic. Such language would properly appear in the Interconnection Attachment.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon's original proposal accurately captured the disposition and treatment of each type of relevant traffic (Reciprocal Compensation, Measured Internet, Internet, Toll, and the like), and Bright House's changes simply introduce potential confusion and ambiguity.</p> <p>With this said, Verizon believes that the Parties may be able to work out mutually acceptable language to deal with these issues, but they have not yet been able to do so.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Glossary § 2.109</p> <p>RESOLVED</p>	<p>2.109 Service</p> <p>Any Interconnection arrangement, Network Element, Telecommunications Service, collocation arrangement, or other service, facility or arrangement, offered by a Party under this Agreement.</p>	<p>2.109 Service</p> <p>Any Interconnection arrangement, Network Element, Telecommunications Service, collocation arrangement, or other service, facility or arrangement, offered <u>or provided</u> by a Party under this Agreement.</p>	<p><u>Bright House Comment:</u></p> <p>As noted at various points above, the Parties will each provide a wide variety of functions to the other in the course of performing their obligations under the Agreement. Limiting the definition of "Service" to functions "offered" by one Party to the other could create ambiguities with respect to functions that are necessary to the fulfillment of a Party's obligations but which occur, in effect, "in the background" and so might not literally be "offered" (depending on how one interprets the term). Our language eliminates this potential ambiguity.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>Glossary § 2.116</p>	<p>2.116 Tariff.</p> <p>2.116.1 Any applicable Federal or state tariff of a Party, as amended from time to time; or</p> <p>2.116.2 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.</p> <p>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.</p>	<p>2.116 Tariff.</p> <p>2.116.1 Any applicable Federal or state tariff of a Party, as amended from time to time; or</p> <p>2.116.2 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 <u>to provide a service, function, or arrangement.</u> a Service.</p> <p><u>2.116.3 For avoidance of doubt, no Service offered or provided under this Agreement shall be subject to either Party's Tariff except to the extent that this Agreement expressly states that a Party's Tariff, rather than, or in addition to, the provisions of this Agreement, shall apply to such Service.</u></p> <p>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</p>	<p><u>Bright House Comment:</u></p> <p>As noted above, Verizon's proposed language is severely compromised and ambiguous by virtue of its confusion between obligations that exist under the Agreement itself and obligations that might exist under a tariff. It is particularly confusing in many instances to refer to an "applicable" tariff in relation to a function to be provided under the auspices of the Agreement, including, in particular, on the topic of when or whether a rate specified in a tariff might apply. This confusion is exacerbated when Verizon refers to a "tariff" as being "applicable" to a "Service" (with a capital "S", indicating a function provided under the Agreement).</p> <p>The changes proposed here to eliminate that confusion and ambiguity.</p> <p>See discussion under General Terms §§ 1.1 and 1.2.</p>	<p><u>Verizon Comment:</u></p> <p>This comment reflects Bright House's unjustified opposition to the use of tariffs; Verizon's position is set forth in GTC Section 1.1, above.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		pursuant to Section 252(f) of the Act.		
<p>Glossary § 1.123</p>	<p>2.123 Toll Traffic</p> <p>Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.</p>	<p>2.123 Toll Traffic</p> <p>Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. <u>Traffic that meets the definition set forth in the Act for the term "Telephone Toll Service" and as to which one of the Parties is providing the service to the affected End User(s) and imposing on such End User(s) the separate charge referred to in that definition.</u> Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA. <u>For avoidance of doubt, traffic that meets the definition set forth in the Act for the term "Telephone Toll Service" but as to which a third party carrier provides the service to the affected End User(s) and imposes on such End User(s) the separate charge referred to in that definition shall be treated as Meet Point Billing Traffic for purposes of this Agreement.</u></p>	<p><u>Bright House Comment:</u></p> <p>Verizon's definition inappropriately uses the term "Toll Traffic" as a catch-all for any type of traffic that doesn't fall into certain specific categories. The implication (inconsistent with applicable law) is that any traffic that does not fit into the specific categories and exchanged between the parties is subject to access charges. In fact, the Act plainly defines what constitutes "Toll" traffic – traffic that crosses the boundaries of a local calling zone and for which there is a toll charge. Departing from that simple and straightforward definition will only lead to confusion and disputes. Moreover, the FCC's November 5, 2008 ruling regarding intercarrier compensation establishes that all traffic exchanged between LECs is subject to reciprocal compensation, unless such traffic is expressly excluded from Section 251(b)(5). So the "default case" should be reciprocal compensation, not access charges.</p> <p>Note that in general a "toll call" may be one that is simply exchanged between the two Parties, or may be one in which a third-party IXC is involved. Our proposed addition at the end of the definition clarifies that "Toll Traffic" refers to traffic involving only the two Parties, while "Meet Point Billing Traffic" covers toll calls where a third party is an IXC. This preserves the important distinction between traffic where the intercarrier compensation between the Parties would appropriately be the applicable access charges, and traffic where there is no intercarrier compensation between the Parties at all, because they both charge the third party IXC for the access services they provide that IXC.</p>	<p><u>Verizon Comment:</u></p> <p>This proposed definition involves the same issue as Bright House's proposed restructuring of the definition of "Exchange Access" (Section 2.50 above) and its inclusion of a definition for "Meet Point Billing Traffic" (Section 2.82 above). As set out in Verizon's response to those proposals, Bright House's language is unnecessary and inappropriate.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Glossary § 2.126</p> <p>RESOLVED</p>	<p>2.126 Traffic Factor 2</p> <p>For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the combined total number of minutes of intrastate traffic and Measured Internet Traffic. $\left(\frac{\{\{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}\} + \{\text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}\}}{\{\{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}\} + \{\text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}\}}\right) \times 100$. Until the form of a Party's bills is updated to use the term "Traffic Factor 2", the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU".</p>	<p>2.126 Traffic Factor 2</p> <p>For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and <u>(to the extent not already counted)</u> Measured Internet Traffic by the combined total number of minutes of intrastate traffic and Measured Internet Traffic. $\left(\frac{\{\{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}\} + \{\text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}\}}{\{\{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}\} + \{\text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}\}}\right) \times 100$. Until the form of a Party's bills is updated to use the term "Traffic Factor 2", the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU".</p>	<p><u>Bright House Comment:</u></p> <p>As noted above, the FCC's November 5, 2008 Internet Ruling plainly held that dial-up calls to ISPs were subject to reciprocal compensation under Section 251(b)(5). Such traffic therefore properly counts as "Reciprocal Compensation Traffic." See discussion under Glossary §§ 2.79 and 2.106. As a result, the change noted here is "technical" in nature, intended to ensure that any relevant ISP-bound calls (which in our case would be from Bright House to Verizon) are not double-counted.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Glossary § 2.133 (Bright House draft)</p> <p>RESOLVED</p>	<p>[no corresponding language in Verizon draft]</p>	<p>2.133 <u>Voice over Internet Protocol Service or VoIP Service</u></p> <p><u>Shall have the meaning set forth for the term "Interconnected VoIP Service" in 47 C.F.R. § 9.3. For avoidance of doubt, to the extent that a Party provides connectivity to the public switched telephone network to an entity (affiliated or otherwise) that provides Interconnected VoIP Service to End Users, such End Users shall be treated for all purposes under this Agreement in the same manner as such Party's Telephone Exchange Service customers would be treated, and such Party shall be treated, for all purposes under this Agreement, as though it were providing such Service to such End Users.</u></p>	<p><u>Bright House Comment:</u></p> <p>Bright House serves its End Users indirectly by providing PSTN connectivity to its affiliate that provides those End Users with VoIP Service. This provision ensures that Bright House's VoIP end users are treated appropriately, and that Bright House's interconnection and related rights are not compromised by virtue of this serving arrangement.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>2.133 Voice over Internet Protocol Service or VoIP Service</p> <p>Shall have the meaning set forth for the term "Interconnected VoIP Service" in 47 C.F.R. § 9.3.</p>
<p>Glossary § 1.34 (renumbered)</p>	<p>[no change; retain Verizon definition; simple renumbering]</p>			
ADDITIONAL SERVICES ATTACHMENT				
<p>Add'l Services Attach. § 4</p>	<p>4. Directory Listing and Directory Distribution</p> <p>To the extent required by Applicable Law, Verizon will provide directory services to ***CLEC Acronym TE***. Such services will be provided in accordance with the terms set forth herein.</p>	<p>4. Directory Listing and Directory Distribution</p> <p>To the extent required by Applicable Law, Verizon will provide directory and listing services to [CLEC] Bright House Such services will be provided in accordance with the terms set forth on a just, reasonable and nondiscriminatory basis as required by Applicable Law and as specified herein</p>	<p><u>Bright House Comment:</u></p> <p>Verizon is required by Section 251(b)(3) and associated FCC rulings to include Bright House's end users in Verizon directories and databases, and to distribute directories to Bright House customers, on just, reasonable and nondiscriminatory terms.</p>	<p><u>Verizon Comment:</u></p> <p>This is intended to be a non-substantive introductory paragraph. The substantive terms under which Verizon provides Bright House with these services are set forth in the following sections. With its proposed changes, Bright House inappropriately proposes to replace those terms with a generic statement of common carrier responsibility.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Add'l Services Attach. § 4.2	<p>4.2 Listing Information Supply</p> <p>***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. ***CLEC Acronym TE*** shall also provide to Verizon on a daily basis: (a) information showing ***CLEC Acronym TE*** Customers who have disconnected or terminated their service with ***CLEC Acronym TE***; and (b) delivery information for each non-listed or non-published ***CLEC Acronym TE*** Customer to enable Verizon to perform its directory distribution responsibilities. Verizon shall promptly provide to ***CLEC Acronym TE*** (normally within forty-eight (48) hours of receipt by Verizon, excluding non-business days) a query on any listing that is not acceptable.</p>	<p>4.2 Listing Information Supply</p> <p>{CLEC} Bright House shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format reasonably required by Verizon or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed) all Listing Information <u>(including additions, changes and deletions)</u> and the service address for each {CLEC} Bright House Customer whose service address location falls within the geographic area covered by the relevant Verizon directory <u>and who wishes to be included in a Verizon directory or directory listing database.</u> {CLEC} Bright House shall also provide to Verizon on a daily basis as promptly as commercially reasonable, but no less frequently than daily: (a) information showing {CLEC} Bright House Customers <u>listed in a Verizon directory or included in a Verizon directory information database</u> who have disconnected or terminated their service with {CLEC} Bright House; and (b) delivery information for each non-listed or non-published Bright House Customer <u>not included in a Verizon directory or directory information database,</u> to enable Verizon to perform its directory distribution responsibilities. <u>Verizon shall distribute directories to Bright House End Users on the same basis and on the same schedule as Verizon distributed directories to its own End Users.</u> Verizon shall promptly provide to {CLEC} Bright House (normally within forty-eight (48) hours of receipt by Verizon, excluding non-business days) a query on any listing that is not acceptable. <u>Bright House shall impose no charges on Verizon for providing this information, and Verizon shall impose no charges of any nature on Bright House for including this information in its directories and</u></p>	<p><u>Bright House Comment:</u></p> <p>Bright House is under no obligation to provide Verizon with any directory-related information with respect to Bright House end users who do not wish to be included in a Verizon printed directory or database. Our proposed changes reflect that situation.</p> <p>Bright House does not object to providing Verizon with its valuable listings at no charge as part of an overall agreement under which Verizon does not impose any charges on Bright House for receiving, processing, and maintaining the listings. Due to recent litigation surrounding this topic it is important that it be entirely unambiguous in this Agreement going forward.</p> <p>See Additional Services Attachment § 4.3.</p> <p>If any rate could be applied at all, Bright House views Verizon's suggested rates to be inappropriate in light of the \$0.42 rate for this function imposed by another ILEC in Florida and the \$0.16 rate for this function imposed on Verizon in California.</p>	<p><u>Verizon Comment:</u></p> <p>Bright House seeks to escape responsibility for the non-recurring charge that applies when Verizon adds a listing to the directory database or when it modifies a listing. Bright House has no right to free service and is not entitled to such uniquely favorable, discriminatory treatment.</p> <p>Bright House's proposed modification is further unacceptable because it would seek to include in these provisions the customers of Bright House's cable affiliate and other third parties that are not parties to this agreement.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Add'l Services Attach. § 4.3</p>	<p>4.3 Listing Inclusion and Distribution</p> <p>Verizon shall include each ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. ***CLEC Acronym TE*** shall pay Verizon's Tariffed charges for additional, foreign, and other listings products (as documented in local Tariff) for ***CLEC Acronym TE***'s Customers.</p>	<p>4.3 Listing Inclusion and Distribution</p> <p>Verizon shall include, <u>at no nonrecurring, monthly recurring, ordering or order processing, or other charge, either to Bright House or Bright House's Customers or End Users, each {CLEC} Customer's</u> the 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, <u>for each Bright House Customer/End User who wishes to be included in Verizon's directories,</u> and shall provide initial distribution of such directories to such {CLEC} <u>Bright House</u> 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 {CLEC's} <u>Bright House's</u> Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. <u>Bright House shall be entitled to direct Verizon to provide, for Bright House Customers/End Users, any additional, foreign, and other listings products as may be available to Verizon's Customers under a Verizon Tariff. If and to the extent that Bright House orders such additional, foreign or other listings products, Verizon shall bill, and {CLEC} Bright House shall pay,</u> the same rates for such listing products as would apply to a Verizon Customer ordering the same service. <u>Other than the same tariffed charges that would apply to a Verizon End User ordering such a directory service, Verizon shall impose no charges of any nature on Bright House for including any Bright</u></p>	<p><u>Bright House Comment:</u></p> <p>There should be no charge to Bright House for including a basic listing for one of its customers in Verizon's directories. The cost of processing the order – which is handled entirely electronically – is trivial, at most a few cents. The cost of maintaining the listing is immeasurably small. Moreover, Bright House listings are valuable to Verizon in many ways. First, Verizon has a regulatory obligation to put together as complete a directory as possible consistent with consumer desires not to be listed. Second, having Bright House's listings makes Verizon's directories more valuable to Verizon's own customers. Third, Verizon can and does sell its directory listing databases on a per-listing basis to third party directory providers.</p>	<p><u>Verizon Comment:</u></p> <p>See Verizon's comment on section 4.2 above.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Add'l Services Attach. § 4.5	<p>4.5 Confidentiality of Listing Information</p> <p>Verizon shall accord ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as ***CLEC Acronym TE*** Customers are not separately identified as such; and provided further that ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** for Verizon's use or licensing of ***CLEC Acronym TE*** Listing Information.</p>	<p>4.5 Confidentiality of Listing Information</p> <p><u>(a) Subject to subsection (b), below,</u> Verizon shall accord {CLEC} Bright House 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, except as provided in (b) below, should Verizon elect to do so, it may use or license {CLEC} Bright House Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as {CLEC} Bright House Customers are not separately identified as such; and provided further that {CLEC} Bright House 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 {CLEC} Bright House for Verizon's use or licensing of {CLEC} Bright House Listing Information.</p> <p><u>(b) Information regarding the name and/or location of Bright House customers provided to Verizon in connection with facilitating the establishment of directory listings and/or delivery of directories shall be treated as Confidential Information and shall be used by Verizon solely for the purpose of establishing a listing and/or delivery of directories, as the</u></p>	<p><u>Bright House Comment:</u></p> <p>Litigation with Verizon surrounding its now-abandoned retention marketing program based on LSRs submitted by Bright House has created a heightened need for explicit protection of the confidentiality of, and limitations on the competitive use of, information that Bright House provides to Verizon regarding Bright House's customers. The language we propose in subsection (b) addresses this need.</p> <p>During negotiations Verizon pointed out that once the information is in a directory or directory database it is effectively public. Bright House agrees and has added language to its proposed subsection (b) to address that point. Our primary concern is that Verizon not use advance knowledge of a customer's leaving Verizon and/or signing up with Bright House for any marketing purpose.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon is limited under 47 U.S.C. section 222 in its handling and use of carrier and customer proprietary information. That section prescribes the specific duties each party has with regard to such information. Bright House's proposal for the treatment of this information is unnecessary, and is in some regards inconsistent with those statutory duties.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p><u>case may be. For the avoidance of doubt, until such time as the information becomes publicly available by being included in a directory or directory database, it shall be a material breach of this Agreement for Verizon to provide information obtained from Bright House in connection with the establishment of listings or the delivery of directories to any person, division, unit, or operation within Verizon or any affiliate or contractor of Verizon other than such persons, divisions, units or operations involved establishing/maintaining directories and/or the distribution of directories, including without limitation any persons, divisions, units or operations with a role in or responsibility for the sale or marketing of Verizon services to End Users. Verizon expressly agrees that in the event of an actual or threatened breach of this provision, and without limiting or excluding any other remedies that Bright House may have under this Agreement or under Applicable Law, Bright House shall be entitled to an immediate injunction prohibiting Verizon from providing such information to any such person, division, unit or operation within Verizon or any affiliate or contractor of Verizon and directing the immediate return or destruction of any such information that was previously so provided.</u></p>		

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Add'l Services Attach. § 4.7</p> <p>RESOLVED</p>	<p>4.7 Indemnification</p> <p>***CLEC Acronym TE*** shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, ***CLEC Acronym TE*** warrants to Verizon that ***CLEC Acronym TE*** has the right to provide such Listing Information to Verizon on behalf of its Customers. ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** hereunder.</p>	<p>4.7 Indemnification</p> <p>{CLEC} Bright House shall adhere to all generally applicable practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, {CLEC} Bright House warrants to Verizon that {CLEC} Bright House has the right to provide such Listing Information to Verizon on behalf of its Customers. {CLEC} Bright House 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. {CLEC} Bright House agrees to release, defend, hold harmless and indemnify Verizon, in accordance with Section 20 of the General Terms and Conditions, 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 {CLEC} Bright House hereunder.</p>	<p><u>Bright House Comment:</u></p> <p>Verizon's language does not establish any constraints or standards with respect to the "practices, standards and ethical requirements" that Verizon might impose and that, under Verizon's language, Bright House must automatically follow. Bright House cannot reasonably be expected to accept such an open-ended commitment. Our original proposal was that we only be subject to "reasonable" practices, etc. Following discussion with Verizon, we believe that the parties can agree on the qualifying term "generally applicable" instead.</p> <p>After discussion with Verizon, we believe that the cross-reference to Section 20 of the General Terms (regarding indemnification) is acceptable to Verizon.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Add'l Services Attach. § 4.8</p> <p>RESOLVED</p>	<p>4.8 Liability</p> <p>Verizon's liability to ***CLEC Acronym TE*** in the event of a Verizon error in or omission of a ***CLEC Acronym TE*** Customer listing shall not exceed the amount actually paid by ***CLEC Acronym TE*** to Verizon for such listing. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'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.</p>	<p>4.8 Liability</p> <p><u>In accordance with Section 25 of the General Terms and Conditions,</u> Verizon's liability to [CLEC] <u>Bright House</u> in the event of a Verizon error in or omission of a [CLEC] <u>Bright House</u> Customer listing shall not exceed the amount actually paid by [CLEC] <u>Bright House</u> to Verizon for such listing. [CLEC] <u>Bright House</u> 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 [CLEC's] <u>Bright House's</u> 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.</p>	<p><u>Bright House Comment:</u></p> <p>Section 25 of the General Terms provides detailed terms regarding limitations of liability. It should be clear that those provisions apply to directory issues. Following discussions with Verizon, we believe that this proposed change is acceptable to Verizon.</p> <p>Note: we propose removing the term "applicable" in advance of the term "Tariffs" for the reasons stated above in connection with, e.g., General Terms §§ 1.1 and 1.2.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>Add'l Services Attach. § 4.11</p>	<p>4.11 Other Directory Services</p> <p>***CLEC Acronym TE*** acknowledges that if ***CLEC Acronym TE*** desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.</p>	<p>4.11 Other Directory Services</p> <p>[CLEC] <u>Bright House</u> acknowledges that if [CLEC] <u>Bright House</u> desires directory services in addition to those described herein <u>and that Verizon is not otherwise required to provide under Applicable Law,</u> such additional services <u>must shall</u> be obtained under separate agreement with Verizon's directory publishing company. <u>In such event, Verizon shall provide commercially reasonable cooperation to Bright House, including without limitation the provision of appropriate contact information for such directory publishing company, to facilitate Bright House in negotiating such a separate agreement.</u></p>	<p><u>Bright House Comment:</u></p> <p>Verizon cannot fob off to a third party publishing company any additional directory-related services that Verizon itself might be required to provide under Applicable Law.</p> <p>In cases where Bright House is appropriately called upon to deal with a third party publisher, Verizon should be obliged to provide reasonable cooperation with Bright House in contacting the publisher, etc. so that the separate deal can be promptly and efficiently concluded.</p>	<p><u>Verizon Comment:</u></p> <p>By its terms, this section deals with services that Verizon is not required to provide. Bright House's proposal to saddle Verizon with additional duties that are not grounded in any legal obligation is therefore inappropriate.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Add'l Services Attach. § 6.1</p> <p>RESOLVED</p> <p>Verizon-Bright House Florida DPL Verizon Response 12/7/09 Page 68 of 161</p>	<p>6. Intercept and Referral Announcements</p> <p>6.1 When a Customer changes its service provider from Verizon to ***CLEC Acronym TE***, or from ***CLEC Acronym TE*** 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.</p> <p>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.</p> <p>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.</p>	<p>6. Intercept and Referral Announcements</p> <p><u>Neither Party shall have an obligation, under the terms of this Agreement, to provide any intercepts or referral announcements in connection with an End User of one Party transferring service to the other Party while simultaneously changing their telephone number. Nothing in this Section 6 shall be construed to limit any obligation that a Party may have to provide referral announcements under Applicable Law.</u></p> <p>6.1 When a Customer changes its service provider from Verizon to ***CLEC Acronym TE***, or from ***CLEC Acronym TE*** 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.</p> <p>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</p>	<p><u>Bright House Comment:</u></p> <p>Bright House originally proposed to delete this section entirely. Following discussion with Verizon, we agreed to retain the section but to expressly state that the Agreement imposes no obligation on either Party to provide referral announcements. We believe that this language should be acceptable to Verizon in principle, but as of the date of the arbitration petition Verizon has not yet reviewed this specific language.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Add'l Services Attach. § 8.1.1</p> <p>RESOLVED</p>	<p>8. Operations Support Systems (OSS) Services</p> <p>...</p> <p>8.1.1 <u>Verizon Operations Support Systems</u>: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.</p>	<p>8. Operations Support Systems (OSS) Services</p> <p>...</p> <p>8.1.1 <u>Verizon Operations Support Systems</u>: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing of any Verizon Service provided under or in connection with this Agreement.</p>	<p><u>Bright House Comment:</u></p> <p>Verizon's language was vague in that it did not clearly relate the OSS functionalities at issue to Verizon's actual activities under the Agreement. Bright House's language clarifies this situation.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>
<p>Add'l Services Attach. § 8.1.4</p> <p>RESOLVED</p>	<p>8.1.4 <u>Verizon OSS Information</u>: Any information accessed by, or disclosed or provided to, ***CLEC Acronym TE*** through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a ***CLEC Acronym TE*** Customer accessed by, or disclosed or provided to, ***CLEC Acronym TE*** through or as a part of Verizon OSS Services; and, (b) any ***CLEC Acronym TE*** Usage Information (as defined in Section 8.1.6 of this Attachment) accessed by, or disclosed or provided to, ***CLEC Acronym TE***</p>	<p>8.1.4 <u>Verizon OSS Information</u>: Any information accessed by, or disclosed or provided to, [CLEC] Bright House through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to : (a) any Customer Information related to a Verizon Customer or a [CLEC] Bright House Customer accessed by, or disclosed or provided to, [CLEC] Bright House through or as a part of Verizon OSS Services accessed by, or disclosed or provided to, [CLEC] Bright House, and, (b) any [CLEC] Usage Information (as defined in Section 8.1.6 of this Attachment) accessed by, or disclosed or provided to, [CLEC] Bright House. <u>Notwithstanding the foregoing, nothing in this Agreement shall restrict Bright House's right to make use of any information of which Bright House is or becomes aware by means other than access to Verizon OSS, Verizon OSS Services, or Verizon OSS Facilities.</u></p>	<p><u>Bright House Comment:</u></p> <p>This change is necessary because in a later section of the Additional Services Attachment (§8.5), Verizon declares that "Verizon OSS Information" is Verizon's proprietary information, and establishes some strong protections against the CLEC making use of that information. Such provisions obviously should not apply to information that Bright House knows independently, whether or not such information is contained in and available via Verizon's OSS.</p> <p>Note proposed change to § 8.5.2, cross-referencing this new language.</p> <p>Based on conversations with Verizon, we have modified the language at issue. We do not believe that Verizon will object in principle to the new language.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>8.1.4 <u>Verizon OSS Information</u>: Any information accessed by, or disclosed or provided to, [CLEC] Bright House through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to : (a) any Customer Information related to a Verizon Customer or a [CLEC] Bright House Customer accessed by, or disclosed or provided to, [CLEC] Bright House through or as a part of Verizon OSS Services accessed by, or disclosed or provided to, [CLEC] Bright House, and, (b) any [CLEC] Usage Information (as defined in Section 8.1.6 of this Attachment) accessed by, or disclosed or provided to, [CLEC] Bright House. <u>Notwithstanding the foregoing, nothing in this Section 8 shall restrict Bright House's right to make use of any information of which Bright House is or becomes aware by means other than access to Verizon OSS, Verizon OSS Services, or Verizon OSS Facilities.</u></p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Add'l Services Attach. § 8.2.1	<p>8.2 Verizon OSS Services</p> <p>8.2.1 Upon request by ***CLEC Acronym TE***, Verizon shall provide to ***CLEC Acronym TE*** Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.</p>	<p>8.2 Verizon OSS Services</p> <p>8.2.1 Upon request by [CLEC] Bright House, Verizon shall provide to [CLEC] Bright House Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law, except that, to the extent that Applicable Law requires Verizon to provide a Service to Bright House, Verizon shall make Verizon OSS Services available to Bright House to the extent reasonably necessary to allow Bright House to efficiently and effectively Order such Service and communicate with Verizon regarding necessary maintenance with respect to it.</p>	<p><u>Bright House Comment:</u></p> <p>There is no reason at this late stage of local competition, for any services to be manually ordered, processed, etc. Bright House's language clarifies that Bright House shall provide OSS for all Services that it is required by Applicable Law to provide.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon has implemented electronic ordering capabilities for most services it offers, but to the extent that OSS may not be available for a particular service, Verizon cannot be required to upgrade or otherwise modify its systems in order to suit the desires of particular interconnectors.</p>
Add'l Services Attach. § 8.2.3	<p>8.2.3 To the extent required by Applicable Law, in providing Verizon OSS Services to ***CLEC Acronym TE***, Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon OSS Services. Verizon's OSS Change Management Guidelines will be set out on a Verizon website.</p>	<p>8.2.3 To the extent required by Applicable Law, in providing Verizon OSS Services to [CLEC], <u>Notwithstanding any other provision of this Agreement, Verizon shall provide Bright House with such advance notice as is commercially reasonable in the circumstances of any material change to any Verizon OSS Services provided to Bright House. Without limiting the foregoing, and by way of illustration and example,</u> Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon OSS Services. Verizon's OSS Change <u>Management Guidelines are and will continue to be set out on a Verizon</u></p>	<p><u>Bright House Comment:</u></p> <p>Verizon is free to modify its OSS Services as long as they remain in compliance with Applicable Law. However, changes in OSS Services on which Bright House relies can be disruptive, especially if computer programming or similar changes have to be implemented, tested, etc. to accommodate whatever changes Verizon might make. It is therefore reasonable to require Verizon to give commercially reasonable advance notice of any significant changes in those OSS Services. What is "commercially reasonable" will depend on the nature and scope of the Verizon change at issue.</p> <p>Of course, Verizon cannot, under the guise of modifications to its OSS functionality, impose new charges on Bright House, either explicitly or indirectly by virtue of changes in procedures.</p> <p>Upon review by Bright House, we are not persuaded that Verizon's process provides adequate protection of our interests.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon's change management process is currently used by the Parties and by all other users of Verizon's OSS. Bright House has provided no support for its claim that this change management process is inadequate to protect its interests.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p><u>website. No change by Verizon to its OSS shall have the effect of causing any service, function or transaction which is not chargeable to Bright House as of the Effective Date, to become a chargeable function hereunder.</u></p>	<p>Verizon indicates anticipated lead times on different types of changes but does not commit to provide a reasonable amount of time if a reasonable period is longer than the amounts specified by Verizon.</p>	
<p>Add'l Services Attach. § 8.4.2</p>	<p>8.4.2 Verizon OSS Facilities may be accessed and used by ***CLEC Acronym TE*** only to provide Telecommunications Services to ***CLEC Acronym TE*** Customers.</p>	<p>8.4.2 <u>[Intentionally left blank]</u></p>	<p><u>Bright House Comment:</u> This restriction is not authorized by Applicable Law.</p>	<p><u>Verizon Comment:</u> Under federal law, interconnection is available only for the provision of telecommunications services. With its proposed deletion, Bright House improperly seeks to parlay the systems and services provided by Verizon in support of such services into a broad mandate in support of any unrelated services that Bright House may wish to provide.</p>
<p>Add'l Services Attach. § 8.4.5</p> <p>RESOLVED</p>	<p>8.4.5 ***CLEC Acronym TE*** 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).</p>	<p>8.4.5 [CLEC] Bright House shall comply with all <u>commercially reasonable</u> 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).</p>	<p><u>Bright House Comment:</u> A requirement that Bright House comply, without limitation, with "all practices and procedures" that Verizon might invent is too broad. Adding the "commercially reasonable" standard solves that problem.</p>	<p><u>Verizon Comment:</u> Verizon accepts the Bright House proposal.</p>
<p>Add'l Services Attach. § 8.5.2</p> <p>RESOLVED</p>	<p>8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, ***CLEC Acronym TE*** shall acquire no rights in or to any Verizon OSS Information.</p>	<p>8.5.2 Subject to Section 8.1.4, all Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, [CLEC] Bright House shall acquire no rights in or to any Verizon OSS Information.</p>	<p><u>Bright House Comment:</u> See discussion of Additional Services Attachment, §8.1.4, above. Bright House respects Verizon's right to proprietary treatment of information that is truly Verizon's. The language of § 8.1.4 ensures that information that is truly Bright House's does not erroneously fall into that protected category.</p>	<p><u>Verizon Comment:</u> Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Add'l Services Attach. § 8.6.1	8.6.1 Any breach by ***CLEC Acronym TE***, or ***CLEC Acronym TE***'s employees, agents or contractors, of the provisions of Sections 8.5 or 8.5 of this Attachment shall be deemed a material breach of this Agreement. In addition, if ***CLEC Acronym TE*** or an employee, agent or contractor of ***CLEC Acronym TE*** at any time breaches a provision of Sections 8.4 or 8.5 of this Attachment and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to ***CLEC Acronym TE***, 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.	8.6.1 Any breach by {CLEC} Bright House , or {CLEC}'s Bright House's employees, agents or contractors, of the provisions of Sections 8.5 or 8.5 of this Attachment shall be deemed a material breach of this Agreement. In addition, if {CLEC} Bright House or an employee, agent or contractor of {CLEC} Bright House at any time breaches a provision of Sections 8.4 or 8.5 of this Attachment and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to {CLEC} Bright House , 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. <u>If the Parties disagree as to whether a material breach has occurred, the matter shall be treated as a dispute pursuant to Section 14 of the General Terms and Conditions.</u>	Bright House Comment: This clarifies that Verizon may not unilaterally impose consequences for an alleged breach when Bright House disputes that a breach has occurred.	Verizon Comment: The OSS provides a direct feed into Verizon's systems, and is relied upon not only by Verizon but by the entire industry. As such, any misuse of that system must be dealt with (and stopped) immediately. Bright House's proposed addition would require a minimum 45 day dispute resolution process in the event that Bright House mis-uses the OSS. This delay is unacceptable, as it could hinder Verizon's ability to promptly halt mis-use of the OSS that Verizon and all interconnectors depend upon.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Add'l Services Attach. § 8.7</p>	<p>8.7 Relation to Applicable Law</p> <p>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.</p>	<p>8.7 Relation to Applicable Law</p> <p>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 <u>and the use of confidential information disclosed by one Party to the other</u>, including, but not limited to, 47 U.S.C. § 222, and are not <u>nothing in this Agreement is</u> intended to constitute a waiver by Verizon <u>either Party</u> of any right with regard to protection of the confidentiality of, <u>or limitations on the use of</u>, the information of Verizon <u>such Party</u> or Verizon's <u>such Party's</u> Customers provided by Applicable Law. <u>Each Party agrees to abide by all requirements of 47 U.S.C. 222 in connection with the performance of their obligations, and the exercise of their rights, under this Agreement, and each Party agrees that the other Party would be irreparably injured by a breach of this Section 8.7 by the Party or its employees, agents or contractors, and that each Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.</u></p>	<p><u>Bright House Comment:</u></p> <p>First, this provision, dealing with the protection of confidential information, should be mutual. Each Party is and should be responsible for protecting the confidentiality of the other Party's proprietary information of which the Party becomes aware.</p> <p>Second, proper treatment of the other Party's confidential information is not limited to avoiding public disclosure; it also includes limiting the use of that information to the purpose for which it was provided.</p> <p>Third, because of the importance of the protection of confidential information and compliance with 47 U.S.C. § 222, it is appropriate to clarify that</p>	<p><u>Verizon Comment:</u></p> <p>Verizon would accept Bright House's proposed changes to this section up through the phrase "their rights. Under this Agreement."</p> <p>The balance of the proposed addition is inappropriate, as it seeks a stipulation that may or may not be true. It may or may not be true that any given breach of Section 222 would irreparably injure the other Party. A Party seeking injunctive or other equitable relief would be free to argue that it does, but this would be a fact-specific determination is best adjudged in the context of an eventual proceeding that could arise.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Add'l Services Attach § 8.8.1 RESOLVED	8.8.1 Upon request by Verizon, ***CLEC Acronym TE*** shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Verizon reasonable, good faith estimates of the volume of each type of OSS transaction that ***CLEC Acronym TE*** anticipates submitting in each week of the next Calendar Quarter.	8.8.1 Upon request by Verizon, {CLEC} Bright House shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Verizon reasonable, non-binding good faith estimates of the volume of each type of OSS transaction that {CLEC} Bright House anticipates submitting in each month week of the next Calendar Quarter.	<u>Bright House Comment:</u> 1. Forecasts under the Agreement are non-binding. 2. Weekly forecast are not realistic and are unduly burdensome.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.
Add'l Services Attach. § 8.8.2	8.8.2 ***CLEC Acronym TE*** 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.	8.8.2 Bright House shall reasonably cooperate with Verizon in submitting orders for Verizon Services and otherwise using the Verizon OSS Services, in order to avoid exceeding commercially reasonable limitations on the capacity or capabilities of such Verizon OSS Services.	<u>Bright House Comment:</u> Bright House agrees that it should work with Verizon to avoid overwhelming Verizon's OSS. By the same token, any limitations on the capacity of the OSS must be commercially reasonable; otherwise Verizon would be free to impose unreasonable capacity limitations.	<u>Verizon Comment:</u> Bright House takes Verizon's network as it is, not as Bright House wishes it to be. If that network includes limitations on the OSS, Bright House's proposal would permit Bright House to characterize such limits as "commercially unreasonable," and thus require Verizon to modify its network accordingly. Verizon cannot be required to do so, so Bright House's proposal must be rejected.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Add'l Services Attach. § 8.9	<p>8.9 Verizon Access to Information Related to ***CLEC Acronym TE*** Customers.</p> <p>8.9.1 Verizon shall have the right to access, use and disclose information related to ***CLEC Acronym TE*** 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 ***CLEC Acronym TE*** Customer in the manner required by Applicable Law.</p> <p>8.9.2 Upon request by Verizon, ***CLEC Acronym TE*** shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** Customers (as authorized by the applicable ***CLEC Acronym TE*** 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.</p>	<p>8.9 Verizon Access to Information Related to [CLEC] <u>Bright House</u> Customers.</p> <p>8.9.1 Verizon shall have the right to access, use and disclose information related to [CLEC] <u>Bright House</u> 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 [CLEC] <u>Bright House</u> Customer in the manner required by Applicable Law. <u>Notwithstanding the foregoing or anything else in this Agreement, all information regarding the name, address, or other identifying information of Customers who have chosen to take service from Bright House or a Bright House affiliate but have not yet begun receiving such service, as well as all advance information regarding the timing of any such Customer's becoming a Bright House Customer, that Verizon may possess or come to possess as a result of either Party performing any obligations or exercising any rights under this Agreement, shall be deemed to be Bright House Confidential Information, and Verizon shall not use any such information it may possess except in accordance with Applicable Law, including 47 U.S.C. § 222(b) and FCC rules and rulings relating to 47 U.S.C. § 222(b).</u></p> <p>8.9.2 <u>As of the Effective Date, the Parties acknowledge that they have executed a separate agreement permitting Verizon to access Bright House's OSS in order to facilitate Verizon's receipt of Services from Bright House hereunder. Upon request by Verizon, ***CLEC Acronym TE*** shall negotiate in good faith and enter into a contract with Verizon,</u></p>	<p><u>Bright House Comment:</u></p> <p>Bright House and Verizon engaged in extensive litigation in 2008 and 2009 in which Verizon asserted extensive rights to make use of confidential information regarding Bright House's customers, including asserting that Bright House had no proprietary rights in such information on various theories. The FCC and the courts rejected Verizon's positions. Nonetheless, in light of that experience, it is necessary to expressly state in this Agreement that Verizon may not use Bright House's information, or information about Bright House's customers, in that way.</p> <p>The proposal with respect to § 8.9.2 is self-explanatory.</p>	<p><u>Verizon Comment:</u></p> <p><u>With regard to 8.9.1:</u></p> <p>Verizon's proposal obligates it to comply with applicable law, which would include the FCC order and the court decision to which Bright House refers. Thus, to the extent that Bright House purports to memorialize the outcome of those rulings, the provision is redundant and unnecessary. Bright House's proposal is also improper because it does not simply seek to memorialize applicable law; it proposes to add obligations that go well beyond what is required.</p> <p>Moreover, Bright House proposes a unilateral obligation on Verizon. Any such obligation would, at minimum, need to bind both parties.</p> <p>Finally, Bright House's proposal again improperly seeks to include various unnamed "Bright House affiliate[s]" as beneficiaries.</p> <p><u>With regard to 8.9.2:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Add'l Services Attach. § 8.11</p>	<p>8.11 Cancellations</p> <p>Verizon may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the original service due date.</p>	<p>8.11 <u>[Intentionally left blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>This provision is vague. As written, if Bright House places an order with Verizon and Verizon does nothing for 31 days, Verizon can cancel it. If there is some problem with Bright House failing to follow up on its orders, Verizon should explain in greater detail the nature of the supposed problem. In the absence of such greater detail, however, this provision is unnecessary and inappropriate.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon cannot be forced to retain orders in its systems (and continue to reserve facilities for such orders) where there has been no activity on such order for a full month <i>after</i> the initial service due date.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Add'l Services Attach. § 9</p>	<p>9. Poles, Ducts, Conduits and Rights-of-Way</p> <p>9.1 Verizon shall afford ***CLEC Acronym TE*** 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.</p> <p>9.2 ***CLEC Acronym TE*** shall afford Verizon non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by ***CLEC Acronym TE***. Such access shall be provided pursuant to ***CLEC Acronym TE***'s applicable Tariffs, or, in the absence of an applicable ***CLEC Acronym TE*** Tariff, ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** for such access shall be no less favorable than the terms, conditions and prices offered to ***CLEC Acronym TE*** by Verizon for access to poles, ducts, conduits and rights of way owned or controlled by Verizon.</p>	<p>9. Poles, Ducts, Conduits and Rights-of-Way</p> <p>9.1 Verizon shall afford [CLEC] Bright House non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Verizon. The Parties acknowledge that as of the Effective Date hereof, they have entered into a separate agreement setting out the terms and conditions under which Bright House may access Verizon's poles, ducts, conduits and rights-of-way. 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.</p> <p>9.2 [Intentionally left blank]</p>	<p>Bright House Comment:</p> <p>Verizon cannot force Bright House to accept pole, conduit, and/or right-of-way access on terms already contained in a Verizon tariff or standard offering, although Bright House may, if it so chooses, accept such terms. Therefore § 9.1 had to be modified. However, given that they are already parties to a pole access agreement, it is not necessary to debate the details of Verizon's obligation.</p> <p>With respect to § 9.2, Bright House, a CLEC, has no obligation to provide Verizon, an ILEC, with access to poles, conduits, or rights-of-way.</p>	<p>Verizon Comment:</p> <p>Bright House's proposed deletion of Section 9.2 inappropriately ignores its obligations to provide access to competing cable television systems, including Verizon's.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Additional Services Attach. § 12</p>	<p>12. Unauthorized Carrier Change Charges</p> <p>In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition (all such charges together, the "Carrier Change Charges"), including to the appropriate primary Telephone Exchange Service provider. Such Carrier Change Charges may be assessed on the requesting Party by the other Party at any time after the Customer is restored to its Customer-authorized condition.</p>	<p>12. Unauthorized Carrier Change Charges</p> <p>In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition (all such charges together, the "Carrier Change Charges"), including to the appropriate primary Telephone Exchange Service provider. Such Carrier Change Charges may be assessed on the requesting Party by the other Party at any time after the Customer is restored to its Customer-authorized condition.</p> <p><u>Notwithstanding the foregoing, the Parties agree to negotiate in good faith to establish a commercially reasonable means by which a Customer of one Party who has chosen to obtain service from the other Party may promptly remove any "PIC Freeze" or similar arrangement such Customer may have established.</u></p>	<p><u>Bright House Comment:</u></p> <p>The parties need to work out a commercially reasonable means for removing PIC freezes without giving either party an undue ability to engage in retention marketing.</p>	<p><u>Verizon Comment:</u></p> <p>The procedures surrounding PIC changes and PIC freezes are, and should be, resolved on an industry-wide basis through various multilateral carrier working groups. It would be inappropriate to deviate from those generally established procedures and guidelines in order to implement a process unique to Bright House.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Add'l Services Attach. § 13	<p>13. Good Faith Performance</p> <p>If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TE*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.</p>	<p>13. [Intentionally left blank]</p>	<p><u>Bright House Comment:</u></p> <p>The deleted language is entirely inappropriate. If there are any "Services offered under this Agreement" by Verizon that Verizon is not actually prepared to provide to Bright House, in Florida, as of the Effective Date, then Verizon needs to identify any such "services" <i>in advance of entering into the contract</i> so that Bright House can determine whether Verizon's inability to actually deliver its purported contractual offering is material to Bright House, and to negotiate appropriate substitute arrangements <i>in advance</i>.</p> <p>See discussion under General Terms § 18.</p>	<p><u>Verizon Comment:</u></p> <p>By necessity, the Agreement frequently contains broad statements to the effect that Verizon will provide such services are available under applicable law. To the extent that some service may technically be available under applicable law, but has not actually been offered in the particular form or variety that a given CLEC requires, it is entirely appropriate that the Parties should negotiate the terms that would surround provision of that service.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
INTERCONNECTION ATTACHMENT				

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection § 1</p>	<p>1. General</p> <p>Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Telephone Exchange Service and Exchange Access. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center or Verizon End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a ***CLEC Acronym TE*** Interconnection Wire Center, ***CLEC Acronym TE*** switch or any portion of a transport facility provided by Verizon to ***CLEC Acronym TE*** or another party between (x) a Verizon Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of ***CLEC Acronym TE*** or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Verizon's network" shall apply (and are hereby incorporated by reference) each time the term "on Verizon's network" is used in this Agreement.</p>	<p>1. General</p> <p>1.1 Verizon Each party shall provide to Bright House the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of <u>Telecommunications</u>. Telephone Exchange Service and Exchange Access By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center or Verizon End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a [CLEC] <u>Bright House</u> Interconnection Wire Center, [CLEC] <u>Bright House</u> switch or any portion of a transport facility provided by Verizon to [CLEC] <u>Bright House</u> or another party between (x) a Verizon Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of [CLEC] <u>Bright House</u> or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Verizon's network" shall apply (and are hereby incorporated by reference) each time the term "on Verizon's network" is used in this Agreement.</p>	<p><u>Bright House Comment:</u></p> <p>First, this provision deals with Verizon's obligation to provide interconnection to Bright House, not vice versa. Since the point of interconnection is to exchange traffic (see 47 C.F.R. § 51.5 (definition of "interconnection") obviously the POIs established for this purpose will work in both directions.</p> <p>Second, although Verizon's obligation to interconnect under 47 U.S.C. § 251(c)(2) extends only to "Telephone Exchange Service and Exchange Access," its obligation to interconnect under 47 U.S.C. § 251(a)(1) extends to all "Telecommunications." Since the Parties are already physically interconnected under § 251(c)(2), 47 C.F.R. § 51.100 comes into play and all "Telecommunications" may be sent via those interconnection facilities.</p>	<p><u>Verizon Comment:</u></p> <p>To the extent that Bright House will not be engaged in the transmission and routing of "Telephone Exchange Service and Exchange Access" under the contract under arbitration it is not entitled to interconnection under Section 251(c)(2).</p> <p>If Bright House wishes to interconnect with Verizon outside Section 251(c)(2), Verizon would be willing to extend appropriate terms, but those terms would fall outside the negotiation and arbitration process of 251(c)(1) and 252(a) and (b).</p> <p>Bright House's revisions of the first sentence likewise are inappropriate. Interconnection is inherently a mutual endeavor: each party is interconnecting with the other party. It is incorrect to say that Verizon shall provide interconnection to Bright House, but to suggest that Bright House need not provide interconnection to Verizon.</p> <p>It is not clear why Bright House proposes to eliminate the provisions in that first sentence that interconnection be in accordance with the Agreement, and as required by Applicable Law. It is indisputable that the interconnection provided pursuant to this paragraph will be in accordance with the Agreement, and Applicable Law. Bright House's proposed deletion of these phrases is improper.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection § 2.1</p>	<p>2.1 Point(s) of Interconnection</p> <p>2.1.1 Each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA selected by ***CLEC Acronym TE***.</p>	<p>2.1 Point(s) of Interconnection and Interconnection Format</p> <p>2.1.1 Each Party, at its own expense, shall provide transport facilities as required to deliver traffic originating on, or transiting through, its network to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA selected by [CLEC] Bright House. To meet this obligation, a Party may:</p> <p>2.1.1.1 provide its own facilities for delivery of traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or</p> <p>2.1.1.2 obtain transport for delivery of traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third party, or, (b) if the other Party offers such transport pursuant to a Tariff, from the other Party under the terms of such Tariff; or</p> <p>2.1.1.3 in the case of Bright House, obtain facilities from Bright House's network to the POI, provided by Verizon at TELRIC rates.</p> <p>2.1.2 Interconnection Format</p> <p>At Bright House's option, the Parties shall interconnect their networks using either TDM (older standard PSTN signaling format) or Session Initiation Protocol (SIP) (modern IP signaling format). SIP-based arrangements are described in Section 3.2 of this Interconnection Attachment.</p>	<p>Bright House Comment:</p> <p>The change to 2.1.1 clarifies that the specific responsibilities of each party relate to getting its originated (or transited) traffic to the POI. Based on conversations with Verizon, we believe that this language should be acceptable in principle. Adding §§ 2.1.1.1 and 2.1.1.2 here allows the deletion of parallel, duplicative language later.</p> <p>New Section 2.1.1.3 reflects Verizon's obligation to provide interconnection facilities to Bright House at TELRIC-based rates, as provided in Applicable Law.</p> <p>New § 2.1.2 expressly provides for SIP-based interconnection.</p>	<p>Verizon Comment:</p> <p>The proposed change to 2.1.1 inappropriately conflates this section, which deals only with interconnection architecture, with the provisions elsewhere that deal with the types of traffic that may be exchanged.</p> <p>Bright House is not entitled to interconnection at TELRIC rates to the extent that it is not seeking interconnection "for the transmission and routing of telephone exchange service and exchange access." 47 U.S.C. § 251(c)(2).</p> <p>Assuming, <i>arguendo</i>, that Bright House is entitled to section 251 interconnection at all (and Verizon does not waive arguments that it is not), Bright House is not entitled to IP Interconnection because (among other things) Verizon's network is not configured to support such interconnection, and Verizon cannot be required to provide Bright House with a level of interconnection superior than the level that it provides to itself and to other carriers. See, e.g., <i>Iowa Util. Bd. v. F.C.C.</i>, 120 F. 3d 753, 812 (8th Cir. 1997). Verizon is currently working with industry working groups to develop standards and procedures that would allow IP interconnection on a commercial, privately-negotiated basis, once those industry-wide standards are implemented and the parties' networks re-configured.</p> <p>Verizon accepts the proposed change to 2.1.1.1 and 2.1.1.2</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection, § 2.2</p> <p>RESOLVED</p>	<p>2.2 Trunk Types</p>	<p>2.2 Trunk Types <u>and Administration</u></p>	<p><u>Bright House Comment:</u></p> <p>This section deals with administration, as well as trunk "types." Bright House had originally proposed to establish a separate section for trunk administration, moving some material from Section 2.2 to the new section. Verizon stated that it preferred keeping the basic structure of its template unchanged. This change in the heading reflects part of our attempt to accommodate Verizon's preference.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House Proposal.</p>
<p>Interconnection § 2.2.1.1</p>	<p>2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic and, Measured Internet Traffic, all in accordance with Sections 5 through 8 this Attachment</p>	<p>2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic and, Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment</p>	<p><u>Bright House Comment:</u></p> <p>See below § 2.2.1.4. Bright House suggests that inbound tandem transit traffic be routed on separate trunks to facilitate billing.</p>	<p><u>Verizon Comment:</u></p> <p>Bright House's proposal to separate tandem transit traffic onto distinct trunks is inappropriate. Verizon's network is not configured to separate traffic in this way, and the Parties do not currently do so.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection § 2.2.1.2	2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between ***CLEC Acronym TE*** Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem in accordance with Sections 9 through 11 of this Attachment; and	2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between [CLEC's] <u>a Party's End User Telephone Exchange Service Customers</u> and purchasers of Switched Exchange Access Service via a Verizon access Tandem in accordance with Sections 9 through 11 of this Attachment; and	<u>Bright House Comment:</u> Bright House or Verizon are both in a position to offer tandem switching/transport service to third party IXCs. This is "Meet Point Billing" traffic; see Glossary, § 2.82 and Interconnection Attachment, § 10. The new reference to End User deals with the issue of interconnected VoIP service.	<u>Verizon Comment:</u> Bright House is certainly entitled to bypass Verizon's network on calls to and from interexchange carriers ("IXCs"), to the extent that Bright House can induce IXCs to connect directly with its network. Likewise, to the extent that Bright House can induce IXCs and other CLECs to connect directly with Bright House's network, Bright House is entitled to exchange traffic with those CLECs directly, rather than through Verizon's network. But these cases require no involvement by Verizon – if the traffic is exchanged directly, it never hits Verizon's network. The trunks at issue in this paragraph, by contrast, are solely for the exchange of traffic through Verizon's network – that is, "via a Verizon access Tandem." Bright House's proposed deletion of this phrase is therefore improper.
Interconnection § 2.2.1.4	[no Verizon language]	<u>2.2.1.4 A trunk group for Tandem Transit Traffic inbound from Verizon to Bright House</u>	<u>Bright House Comment:</u> Bright House's ability to properly bill tandem traffic will be enhanced by having it separate on its own trunk group. See comments to Interconnection, § 2.2.1.1	<u>Verizon Comment:</u> Bright House's proposal to separate tandem transit traffic onto distinct trunks is inappropriate. Verizon's network is not configured to separate traffic in this way, and the Parties do not currently do so.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection § 2.2.2	2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E-911 Trunks) or in other separate agreements between the Parties (e.g., directory assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic).	2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E-911 Trunks) or in other separate agreements between the Parties (e.g., directory assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic). <u>In addition, either Party may request the establishment of a separate trunk group for the exchange of any type of traffic whose technical or billing requirements make such a separate trunk group commercially reasonable. If the Parties cannot agree within a period not to exceed sixty (60) days on the establishment of a requested separate trunk group, then either Party may invoke the Dispute Resolution provisions of Section 14 of the General Terms.</u>	<u>Bright House Comment:</u> There may be other traffic types than identified above whose technical or billing characteristics make separate trunking logical.	<u>Verizon Comment:</u> Bright House's proposal to separate tandem transit traffic, or other types of traffic, onto distinct trunks is inappropriate. Verizon's network is not configured to separate traffic in this way, and the Parties do not currently do so.
Interconnection § 2.2.3	2.2.3 In accordance with the terms of this Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).	2.2.3 In accordance with the terms of this Agreement, <u>as Bright House may elect,</u> the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).	<u>Bright House Comment:</u> Under Applicable Law, Bright House may determine whether interconnection trunks are one-way or two-way. <i>Local Competition Order</i> at ¶ 219.	<u>Verizon Comment:</u> The determination whether to use one-way or two-way trunks must be subject to the mutual agreement of the Parties, not the unilateral preference of one. Bright House is incorrect in its claim that ¶219 permits Bright House the unilateral choice. Even assuming, <i>arguendo</i> , that section 251(c)(2) applies to Bright House's interconnection request, the paragraph only speaks to situations where traffic volumes do not justify the use of one-way trunks.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, § 2.2.4	<p>***CLEC Acronym TE*** shall establish, at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Verizon Tandem in a LATA with a subtending End Office(s) to which ***CLEC Acronym TE*** originates calls for Verizon to terminate.</p>	<p>{CLEC} <u>The Parties</u> shall establish, at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Verizon Tandem in a LATA with a subtending End Office(s) to which {CLEC} <u>Bright House</u> originates calls for Verizon to terminate <u>or from which Verizon originates calls for Bright House to terminate.</u></p>	<p><u>Bright House Comment:</u></p> <ol style="list-style-type: none"> 1. Each trunk has two ends; both parties must participate in (and have the obligation to participate in) establishing trunks. 2. In practical terms it is unlikely that there will be Verizon tandems in which traffic is not flowing in rough balance in both directions; but the need to establish trunks is not dependent on which direction the calls flow. 	<p><u>Verizon Comment:</u></p> <p>The proposal to make "the Parties" jointly responsible for establishing trunks ignores the fact that Bright House has sole control over the ordering and administration of the interconnection trunks.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection, § 2.2.5</p> <p>RESOLVED</p>	<p>In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; (b) 200,000 minutes of use for a single month; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month: (i) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing End Office One-Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network; or, (ii) if Two-Way Interconnection Trunks are used, ***CLEC Acronym TE*** shall promptly submit an ASR to Verizon to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network.</p>	<p>In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA which is carried by a Final Tandem Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; for three (3) consecutive months; (b) 200,000 minutes of use for a single month three consecutive months; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month three consecutive months; (i) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing End Office One-Way Interconnection Trunk groups, working with the other Party as necessary, between the Verizon End Office and the POI; or, (ii) if Two-Way Interconnection Trunks are used, {CLEC} Bright House shall promptly submit an ASR to Verizon to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network.</p>	<p><u>Bright House Comment:</u></p> <p>While in general Bright House does not oppose establishing separate trunk groups between its network and individual Verizon end offices, we believe that more common practice is to view three consecutive months of exceeding an agreed-to traffic threshold as the trigger for doing so.</p> <p>As Bright House understands it, the parties agree to the "working with other parties" language.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language:</p> <p>In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA which is carried by a Final Tandem Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS <u>at any time within a month</u> for three (3) consecutive months; (b) 200,000 minutes of use <u>during each month</u> for three consecutive months; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use <u>during each month</u> for three consecutive months: (i) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing End Office One-Way Interconnection Trunk groups, working with the other Party as necessary, between the Verizon End Office and the POI; or, (ii) if Two-Way Interconnection Trunks are used, Bright House shall promptly submit an ASR to Verizon to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, § 2.2.7 RESOLVED	[no corresponding language]	<p><u>2.2.7 In the case of a One-Way Interconnection Trunk group, the Party originating traffic over the trunk group shall have administrative responsibility for initiating requests to establish such a trunk group, add trunks to it, or remove trunks from it. Bright House shall have administrative responsibility for initiating request to establish a Two-Way Interconnection Trunk group and for initiating requests to add trunks to or remove trunks from it.</u></p>	<p><u>Bright House Comment:</u> Based on negotiations with Verizon, Bright House believes that this language is agreed to.</p>	<p><u>Verizon Comment:</u> Verizon accepts the proposed language.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection, § 2.2.8</p> <p>RESOLVED</p>	<p>[new provision, replacing various Verizon language regarding forecasting]</p>	<p>2.2.8 Trunk Forecasts</p> <p><u>The Parties acknowledge that as of the Effective Date they are routinely sending in excess of one hundred million (100,000,000) minutes of traffic per month to each other. As long as the volume of traffic each Party sends to the other Party exceeds one hundred million (100,000,000) minutes per month and has exceeded that level for three (3) consecutive months, then the Parties' forecasting obligation with regard to trunks shall be met by each Party advising the other Party of any anticipated trunking needs that would constitute a material change from the trend established over the prior six (6) month period. If the amount of traffic either Party sends to the other Party falls below one hundred million (100,000,000) minutes per month, then upon the request of either Party, the Parties shall negotiate reasonable and appropriate forecasting requirements. If the Parties cannot agree on such requirements, their disagreement shall be subject to the dispute resolution procedures of Section 14 of the General Terms and Conditions.</u></p>	<p>Bright House Comment:</p> <p>Verizon and Bright House are both very large carriers in the Tampa Bay area – large enough that normal, small fluctuations in volume do not affect overall traffic trends and, therefore, the need for trunking. Each party is capable of monitoring, and in good network administration, must monitor, those trends. If over time the volume of traffic exchanged between the parties falls below a high threshold, then different forecasting obligations might be appropriate.</p> <p>Verizon has not seen this specific language, but, Bright House believes that this approach was agreed to “in principle” during negotiations.</p>	<p>Verizon Comment:</p> <p>The Parties have agreed on the following language:</p> <p>Trunk Forecasts. The Parties acknowledge that as of the Effective Date they are routinely sending in excess of twenty five million (25,000,000) minutes of traffic per month to each other over local interconnection trunks in a single LATA. As long as the volume of traffic each Party sends to the other Party in a single LATA has exceeded seventy five million (75,000,000) minutes over the preceding ninety (90) days, then the Parties' forecasting obligation with regard to trunks shall be met by each Party advising the other Party of any anticipated trunking needs that would constitute a material change from the trend established over the prior six (6) month period. If the amount of traffic either Party sends to the other Party falls below the level set forth in the preceding sentence, then upon the request of either Party, the Parties shall negotiate reasonable and appropriate forecasting requirements. If the Parties cannot agree on such requirements, their disagreement shall be subject to the dispute resolution procedures of Section 14 of the General Terms and Conditions.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, § 2.2.9	[new provision]	<p><u>2.2.9 A Party shall initiate requests to establish, add trunks to, or remove trunks from, a trunk group by sending the other Party an ASR, completed in accordance with OBF Guidelines as in effect from time to time. The use of the industry-standard ASR form for this purpose shall not be construed as establishing any obligation on the part of either Party to compensate the other Party for any activity in connection with the affected trunks or trunk groups. There shall be no charges assessed by one Party to the other with respect to trunks or trunk groups established under this Agreement.</u></p>	<p><u>Bright House Comment:</u></p> <p>Based on negotiations, Bright House believes that this language, except for the last sentence is acceptable to Verizon. With respect to the last sentence (no charges for trunks), and noted in connection with Section 2.3.2, below, all trunks have two ends and so the costs are symmetrical. Also, trunks are used in the transport and termination of traffic, and so any charging would necessarily be symmetrical under 47 U.S.C. § 251(b)(5). Therefore, no recurring or nonrecurring charges for trunks or trunk groups are appropriate.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon would accept this language except for the final sentence. It is inaccurate to claim that no charges shall apply for any trunks established under the agreement, when there are plainly facilities and trunk groups to which certain charges can and will apply.</p>
Interconnection, § 2.3.1 RESOLVED	<p>2.3 One-Way Interconnection Trunks</p> <p>2.3.1 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from ***CLEC Acronym TE*** to Verizon, ***CLEC Acronym TE***, at ***CLEC Acronym TE***'s own expense, shall:</p> <p>2.3.1.1 provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or</p> <p>2.3.1.2 obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third party, or, (b) if Verizon offers such transport pursuant to a Verizon access Tariff, from Verizon.</p>	<p>2.3 One-Way Interconnection Trunks</p> <p>2.3.1 <u>[Intentionally left blank]</u></p> <p>2.3.1.1 <u>[Intentionally left blank]</u></p> <p>2.3.1.2 <u>[Intentionally left blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>Our proposed addition of §§ 2.1.1.1 and 2.1.1.2 makes these provisions unnecessary. We believe that Verizon agrees to this change (including the additions noted above).</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the proposed change.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection, § 2.3.2</p>	<p>2.3.2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from ***CLEC Acronym TE*** to Verizon with a utilization level of less than sixty percent (60%) for final trunk groups and eighty-five percent (85%) for high usage trunk groups, unless the Parties agree otherwise, ***CLEC Acronym TE*** will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for all final trunk groups and eighty-five percent (85%) for all high usage trunk groups. In the event ***CLEC Acronym TE*** fails to submit an ASR to disconnect One-Way Interconnection Trunks as required by this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and ***CLEC Acronym TE*** shall pay) for the excess Interconnection Trunks at the rates set forth in the Pricing Attachment.</p>	<p>2.3.2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from {CLEC} <u>one Party</u> to the Verizon <u>other Party</u> with a utilization level of less than sixty percent (60%) for final trunk groups and eighty-five percent (85%) for high usage trunk groups, unless the Parties agree otherwise, {CLEC} <u>the Party with administrative responsibility for the trunk group</u> will promptly submit ASRs <u>to the other Party</u> to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for all final trunk groups and eighty-five percent (85%) for all high usage trunk groups. In the event {CLEC} <u>If the Party with administrative responsibility for the trunk group</u> fails to submit an ASR to disconnect One-Way Interconnection Trunks as required by this section, Verizon <u>then, on no less than thirty (30) days written notice, the other Party</u> may disconnect the excess Interconnection Trunks. or bill (and ***CLEC Acronym TE*** shall pay) for the excess Interconnection Trunks at the rates set forth in the Pricing Attachment.</p>	<p><u>Bright House Comment:</u></p> <p>We believe there is no dispute that the administrative responsibility for one-way trunk groups lies with the originating party. See new § 2.2.7.</p> <p>Bright House does not believe that charging for trunks is appropriate because every trunk has two ends and so the costs of trunks are necessarily symmetrical. It is therefore inappropriate to suggest that if a party fails to take down underutilized trunks as required by its administrative duties that a charge is appropriate; the other party can fully protect itself by simply disconnecting the trunks (after appropriate notice).</p>	<p><u>Verizon Comment:</u></p> <p>Bright House is the only party that can place orders with regard to (<i>i.e.</i>, it has administrative responsibility for) one-way trunk groups for the delivery of traffic from Bright House to Verizon, so its proposal to make this provision mutual is misguided.</p> <p>While Bright House has the sole ability to order or disconnect these trunk groups, it is able thereby to tie up significant resources in Verizon's network. Therefore, Bright House must be properly incentivized to ensure that it does not over-provision trunks, and Verizon must have the ability to take down underused trunks.</p>
<p>Interconnection, § 2.3.3 RESOLVED</p>	<p>2.3.3 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Verizon to ***CLEC Acronym TE***, Verizon, at Verizon's own expense, shall provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA</p>	<p>2.3.3. <u>[Intentionally left blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>This is redundant in light of the agreed-to language now included as §§ 2.1.1.1 and 2.1.1.2.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the proposed change.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection, §§ 2.4.1 & 2.4.2</p> <p>RESOLVED</p>	<p>2.4 Two-Way Interconnection Trunks.</p> <p>2.4.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and ***CLEC Acronym TE***, ***CLEC Acronym TE***, at its own expense, shall:</p> <p>2.4.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or</p> <p>2.4.1.2 obtain transport to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third party, or, (b) if Verizon offers such transport pursuant to a Verizon access Tariff, from Verizon.</p> <p>2.4.2 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and ***CLEC Acronym TE***, Verizon, at its own expense, shall provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.</p>	<p>2.4 Two-Way Interconnection Trunks.</p> <p>2.4.1 <u>[Intentionally left blank]</u></p> <p>2.4.1.1 <u>[Intentionally left blank]</u></p> <p>2.4.1.2 <u>[Intentionally left blank]</u></p> <p>2.4.2 <u>[Intentionally left blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>This material is redundant in light of the agreed-to language now included as §§ 2.1.1.1 and 2.1.1.2.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the proposed change.</p>
<p>Interconnection, § 2.4.4</p> <p>RESOLVED</p>	<p>2.4.4 On a semi-annual basis, ***CLEC Acronym TE*** shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Interconnection Trunks that ***CLEC Acronym TE*** anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between ***CLEC Acronym TE*** and Verizon. ***CLEC Acronym TE***'s trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.</p>	<p>2.4.4 <u>[Intentionally left blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>This provision is no longer needed in light of new § 2.2.8. We believe that Verizon agrees in principle with this proposal.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the proposed change.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection § 2.4.6	2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available	2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties shall agree to utilize, <u>at Bright House's option</u> , B8ZS and Extended Super Frame (ESF) <u>trunking at the DS3 level or above (including OC-3, OC-12, or OC-48, as traffic levels dictate), using, at Bright House's option, copper or fiber physical transport facilities for DS3-level connections.</u> DS1 facilities, where available	<u>Bright House Comment:</u> Physical interconnection facilities should be DS3 or above, at Bright House's option, and, for DS3, either fiber or copper at Bright House's option. All of these are completely technical feasible arrangements so there is no reason not to expressly provide for them.	<u>Verizon Comment:</u> Verizon proposes the following language: 2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. Where technically feasible, the Parties may, by mutual agreement, utilize B8ZS and Extended Super Frame (ESF) <u>trunking at the DS3 level or above (including OC-3, OC-12, or OC-48, as traffic levels dictate), using copper or fiber physical transport facilities for DS3-level connections.</u>
Interconnection, § 2.4.7	2.4.7 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced	[No specific alternative language]	<u>Bright House Comment:</u> Bright House has asked Verizon whether the "economic Centum Call Seconds ... equal to 5" is an appropriate measure in this context.	<u>Verizon Comment:</u> Verizon's proposed language is appropriate; Bright House has provided no alternative, nor any objection.
Interconnection, § 2.4.10 RESOLVED	2.4.10 ***CLEC Acronym TE*** shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. ***CLEC Acronym TE*** shall order Two-Way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. ***CLEC Acronym TE*** shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.	{CLEC} <u>Bright House</u> shall determine the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. {CLEC} <u>shall order Bright House shall have administrative responsibility for establishing Two-Way Interconnection Trunks groups and shall initiate additions of trunks to or removal of trunks from such trunk groups</u> by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates. within Verizon's activity in establishing, adding trunks to, or removing trunks from such trunk	<u>Bright House Comment:</u> As discussed above, it is inappropriate to refer to the trunk establishment process as "ordering." Bright House believes that this language is acceptable to Verizon.	<u>Verizon Comment:</u> Verizon agrees to the Bright House proposal.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p><u>groups shall be consistent with</u> Verizon's effective standard intervals or negotiated intervals, as appropriate. {CLEC} shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.</p>		
<p>Interconnection, § 2.4.11 RESOLVED</p>	<p>2.4.11 Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and ***CLEC Acronym TE*** has not notified Verizon that it has corrected such blocking, Verizon may submit to ***CLEC Acronym TE*** a Trunk Group Service Request directing ***CLEC Acronym TE*** to remedy the blocking. Upon receipt of a Trunk Group Service Request, ***CLEC Acronym TE*** will complete an ASR to establish or augment the End Office Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within five (5) Business Days.</p>	<p>2.4.11 Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and {CLEC} Bright House has not notified Verizon that it has corrected such blocking, Verizon may submit to {CLEC} Bright House a Trunk Group Service Request directing {CLEC} Bright House to remedy the blocking. Upon receipt of a Trunk Group Service Request, {CLEC} Bright House will complete an ASR to establish or augment the End Office Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within <u>a commercially reasonable time.</u> five (5) Business Days</p>	<p><u>Bright House Comment:</u> Our original proposal was to delete this section. In light of other changes we no longer insist on deletion. The only substantive change required is in the last sentence, since five business days may not be the appropriate time interval.</p>	<p><u>Verizon Comment:</u> Verizon agrees to the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection, § 2.4.12</p>	<p>2.4.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. ***CLEC Acronym TE*** will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, ***CLEC Acronym TE*** will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event ***CLEC Acronym TE*** fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and ***CLEC Acronym TE*** shall pay) for the excess Interconnection Trunks at the applicable Verizon rates.</p>	<p>2.4.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. Bright House [CLEC] will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Bright House [CLEC] will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event Bright House [CLEC] fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may, <u>on no less than thirty (30) days written notice to the other Party,</u> disconnect the excess Interconnection Trunks. or bill (and [CLEC] shall pay) for the excess Interconnection Trunks at the applicable Verizon rates.</p>	<p><u>Bright House Comment:</u></p> <p>We believe there is no dispute that the administrative responsibility for one-way trunk groups lies with Bright House. See new § 2.2.7.</p> <p>Bright House does not believe that charging for trunks is appropriate because every trunk has two ends and so the costs of trunks are necessarily symmetrical. It is therefore inappropriate to suggest that if a party fails to take down underutilized trunks as required by its administrative duties that a charge is appropriate; the other party can fully protect itself by simply disconnecting the trunks (after appropriate notice).</p>	<p><u>Verizon Comment:</u></p> <p>Bright House has sole power over the trunk groups that it establishes for interconnection, yet Verizon bears the cost. If Bright House over-orders trunks, or fails to groom trunks when demand dictates, it can tie up significant network resources, and force Verizon to bear significant costs. This provision appropriately permits Verizon to remedy such a situation, and/or force Bright House to bear the cost of Bright House's own failure.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, § 2.4.13	2.4.13 Because Verizon will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and ***CLEC Acronym TE***'s network, Verizon's performance in connection with these <i>Two-Way Interconnection Trunk groups</i> shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.	2.4.13 <u>[Intentionally left blank]</u>	<p><u>Bright House Comment:</u></p> <p>While Bright House has agreed to take administrative responsibility for two-way trunk groups, Verizon will be involved and should be, since of necessity two-way trunks involve traffic both to and from its own network. There is no reason to exempt Verizon's performance regarding two-way trunks from any applicable performance plan.</p>	<p><u>Verizon Comment:</u></p> <p>Again, Bright House has control over these trunk groups. If they are undersized, such that call blocking occurs, the cause of that blocking is Bright House, not Verizon. It would be absurd to require Verizon to bear the consequences (in the context of performance measurements or the like) of Bright House's error.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection, § 3.1.1</p>	<p>3.1 Fiber Meet Arrangement Provisions</p> <p>3.1.1 Each Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party if each of the following conditions has been met: (a) the Parties have consistently been exchanging an amount of applicable traffic (as set forth in Section 3.1.3 below) in the relevant exchanges equal to at least one (1) DS-3 and (b) neither ***CLEC Acronym TE*** nor any of ***CLEC Acronym TE***'s affiliates has an overdue balance on any bill rendered to ***CLEC Acronym TE*** or ***CLEC Acronym TE***'s affiliates for charges that are not subject to a good faith dispute. Any such Fiber Meet arrangement shall be subject to the terms of this Agreement. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augment and on any other technical specifications or requirements necessary to implement the Fiber Meet arrangement. For each Fiber Meet arrangement the Parties agree to implement, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A to Section 3 of the Interconnection Attachment Fiber Meet Arrangement Provisions. Each such document will be treated as Confidential Information.</p>	<p>3.1 Fiber Meet Arrangement Provisions</p> <p>3.1.1 Each Party may A Fiber Meet arrangement shall be established at the request of Bright House, and may be established at the request of Verizon, upon a Fiber Meet arrangement by providing written notice thereof to the other Party, if each of the following conditions has been met: (a) the Parties have consistently been exchanging an amount of applicable traffic (as set forth in Section 3.1.1 below) in the relevant exchanges equal to at least one (1) DS-3. and (b) neither [CLEC] nor any of [CLEC's] affiliates has an overdue balance on any bill rendered to [CLEC] or [CLEC's] affiliates for charges that are not subject to a good faith dispute. Any such Fiber Meet arrangement shall be subject to the terms of this Agreement. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement, such agreement not to be unreasonably conditioned, withheld, denied or delayed, including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augment and on any other technical specifications or requirements reasonably necessary to implement the Fiber Meet arrangement. Any dispute regarding the establishment or operation of a Fiber Meet arrangement shall be subject to the Dispute Resolution provisions of Section 14 of the General Terms and Conditions of the Agreement. For each Fiber Meet arrangement the Parties agree to implement, the Parties will complete and sign a Technical Specifications and</p>	<p>Bright House Comment:</p> <p>First, the agreement should reflect that Bright House has the right to require a fiber meet arrangement if traffic volumes are adequate (which they are).</p> <p>Second, the provision about overdue bills is gratuitous. If some extraneous billing problem provides a reasonable basis for refusing to agree to a fiber meet arrangement, then Verizon can refuse to agree to it (see below); otherwise, not.</p> <p>Third, each party's agreement on the details of establishing a fiber meet arrangements must not be unreasonably delayed, etc.</p> <p>Fourth, the agreement should clearly state that if disputes about fiber meets arise, the normal dispute resolution provisions (including recourse to the Commission if need be) are available.</p>	<p>Verizon Comment:</p> <p>A fiber meet may not always be an appropriate form of interconnection even where Verizon may be required to provide fiber-meet arrangements under section 251(c)(2). Traffic volumes may not warrant such an arrangement, for example, or adequate facilities may not exist. Verizon has no incentive to refuse a meet where it is the best option, but it cannot be forced into one where it is not.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, § 3.1.2	<p>3.1.2 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. Except as otherwise agreed by the Parties, any and all Fiber Meet points established between the Parties shall extend no further than three (3) miles from an applicable Verizon Tandem or End Office and Verizon shall not be required to construct or deploy more than five hundred (500) feet of fiber cable for a Fiber Meet arrangement</p>	<p>3.1.2 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. Except as otherwise agreed by the Parties, any and all Fiber Meet points established between the Parties shall extend no further than three (3) miles from an applicable Verizon Tandem or End Office and Verizon shall not be required to construct or deploy more than <u>two thousand</u> five hundred (2500) feet of fiber cable for a Fiber Meet arrangement.</p>	<p><u>Bright House Comment:</u></p> <p>The cost to use already-deployed fiber is very low and essentially distance-insensitive. Therefore it really makes no practical difference how far away from an applicable Verizon central office the meet point might be; the only relevant consideration is how much the parties have to actually build out from wherever their existing facilities might be, to the meet point.</p> <p>On that point, 2,500 feet is about ½ mile. It does not seem unreasonable to expect Verizon to extend fiber ½ mile from existing facilities to establish a meet point, particularly where, as with Verizon and Bright House, very large amounts of traffic are flowing from Verizon's customers to Bright House's customers.</p>	<p><u>Verizon Comment:</u></p> <p>The requirement that a fiber meet be no further than three miles from the applicable Verizon office is an <i>appropriate means</i> of ensuring that facilities are used efficiently.</p> <p>Verizon's willingness to build an extra 500 feet of new fiber to accommodate a meet is <i>already</i> extremely generous. Bright House's proposal to stretch this to a half mile would reverse the Act's requirement that interconnection be on Verizon's network (not the CLECs').</p>
Interconnection, § 3.1.3	<p>3.1.3 A Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of only the following traffic types (over the Interconnection Trunks):</p> <p>3.1.3.1 Reciprocal Compensation Traffic between the Parties' respective Telephone Exchange Service Customers;</p> <p>3.1.3.2 Translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic between the Parties' respective Telephone Exchange Service Customers;</p> <p>3.1.3.4 IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers;</p> <p>3.1.3.5 Tandem Transit Traffic; and</p> <p>3.1.3.6 Measured Internet Traffic.</p>	<p>3.1.3 A Fiber Meet arrangement established under this Agreement may be used for the transmission and routing (over the Interconnection Trunks) of <u>any traffic that they may lawfully exchange under Applicable Law.</u></p> <p>only the following traffic types (over the Interconnection Trunks):</p> <p>3.1.3.1 Reciprocal Compensation Traffic between the Parties' respective Telephone Exchange Service Customers;</p> <p>3.1.3.2 Translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic between the Parties' respective Telephone Exchange Service Customers;</p> <p>3.1.3.4 IntraLATA Toll Traffic between</p>	<p><u>Bright House Comment:</u></p> <ol style="list-style-type: none"> Once a high-capacity fiber meet point is established, it is senseless, from a technical perspective, to declare that certain types of traffic must be physically routed over other facilities. The FCC has specifically found that ILECs may not impose such needless inefficiencies on CLECs. <i>Local Competition Order</i> at ¶ 995; 47 C.F.R. § 51.100(b). To the extent that particular types of traffic have particular intercarrier compensation obligations associated with them, that can be dealt with in the provisions relating to particular types of traffic. See also new § 3.1.4, below. To the extent that the proper routing of particular types of traffic calls for segregating any such traffic on separate trunk groups, Bright House will work with Verizon to accomplish that segregation. Once a fiber-meet point is established, it is neither necessary nor appropriate to impose charges for using it. This does not limit a party's ability to impose appropriate per-minute charges 	<p><u>Verizon Comment:</u></p> <p>Bright House wishes to supplant the agreement's generally applicable interconnection terms in the context of fiber meets. The enumerated types of traffic are the types of traffic that may be exchanged over local interconnection trunks, regardless of the facilities on which those trunks ride. It makes no sense to propose, as Bright House has done here, that trunks provisioned over fiber meet facilities should be treated differently than trunks provisioned over a DS1 entrance facility.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
	<p>To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the types set forth in Sections 3.1.3.1 and/or 3.1.3.5, other than the obligation to pay intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Agreement. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.2, the transport and termination of such traffic shall be subject to the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.3, the Party originating such traffic shall compensate the terminating Party for the transport and termination of such traffic at the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.4, Verizon shall charge (and ***CLEC Acronym TE*** shall pay) Verizon's applicable rates and charges as set forth in the Agreement and Verizon's applicable Tariffs, including transport charges to the terminating Verizon Tandem.</p>	<p>the Parties' respective Telephone Exchange Service Customers;</p> <p>3.1.3.5 Tandem Transit Traffic; and</p> <p>3.1.3.6 Measured Internet Traffic.</p> <p>To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the types set forth in Sections 3.1.3.1 and/or 3.1.3.5, other than the obligation to pay intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Agreement. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.2, the transport and termination of such traffic shall be subject to the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.3, the Party originating such traffic shall compensate the terminating Party for the transport and termination of such traffic at the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.4, Verizon</p>	<p>(e.g., reciprocal compensation or access) based on the type of traffic exchanged.</p>	

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p>shall charge (and ***CLEC Acronym TE*** shall pay) Verizon's applicable rates and charges as set forth in the Agreement and Verizon's applicable Tariffs, including transport charges to the terminating Verizon Tandem.</p>		
<p>Interconnection, § 3.1.4</p>	<p>3.1.4 At ***CLEC Acronym TE***'s written request, a Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of the following traffic types over the following trunk types:</p> <p>3.1.4.1 Operator services traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to an operator services provider over operator services trunks;</p> <p>3.1.4.2 Directory assistance traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to a directory assistance provider over directory assistance trunks;</p> <p>3.1.4.3 911 traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to 911/E-911 Tandem Office(s)/Selective Router(s) over 911 trunks; and</p> <p>3.1.4.4 Jointly-provided Switched Exchange Access Service traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between ***CLEC Acronym TE***'s Telephone Exchange Service Customers and third-party purchasers of Switched Exchange Access Service via a Verizon access Tandem over Access Toll Connecting Trunks.</p> <p>To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of any traffic of the types set</p>	<p>3.1.4 <u>Each Party shall bear its own costs and expenses in establishing a Fiber Meet arrangement. Other than per-minute intercarrier compensation charges as specified in this Interconnection Attachment, neither Party shall impose any charges on the other Party in connection with the establishment or use of a Fiber Meet arrangement.</u></p> <p>At ***CLEC Acronym TE***'s written request, a Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of the following traffic types over the following trunk types:</p> <p>3.1.4.1 Operator services traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to an operator services provider over operator services trunks;</p> <p>3.1.4.2 Directory assistance traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to a directory assistance provider over directory assistance trunks;</p> <p>3.1.4.3 911 traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to 911/E-911 Tandem</p>	<p><u>Bright House Comment:</u></p> <p>The first part of Verizon's version is unnecessary in light of Bright House's changes to § 3.1.3. See above.</p> <p>Once the fiber meet point is established there should be no facilities charges for it from one party to the other, whether tariffed or otherwise. Whatever per-minute compensation properly applies to any particular type of traffic the parties exchange, should of course be applied.</p>	<p><u>Verizon Comment:</u></p> <p>See comment to 3.1.3 above.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
	<p>forth in this Section 3.1.4 Verizon may bill (and ***CLEC Acronym TE*** shall pay) Verizon's applicable Tariff rates and charges. Except as otherwise agreed in writing by the Parties or as expressly set forth in Sections 3.1.3 and/or 3.1.4 of this Interconnection Attachment, access services (switched and unswitched) and unbundled network elements shall not be provisioned on or accessed through Fiber Meet arrangements.</p>	<p>Office(s)/Selective Router(s) over 911 trunks; and</p> <p>3.1.4.4 Jointly provided Switched Exchange Access Service traffic, including translated interLATA toll free service access code (e.g., 800/888/877) traffic, between ***CLEC Acronym TE***'s Telephone Exchange Service Customers and third-party purchasers of Switched Exchange Access Service via a Verizon access Tandem over Access Toll Connecting Trunks.</p> <p>To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of any traffic of the types set forth in this Section 3.1.4 Verizon may bill (and ***CLEC Acronym TE*** shall pay) Verizon's applicable Tariff rates and charges. Except as otherwise agreed in writing by the Parties or as expressly set forth in Sections 3.1.3 and/or 3.1.4 of this Interconnection Attachment, access services (switched and unswitched) and unbundled network elements shall not be provisioned on or accessed through Fiber Meet arrangements.</p>		
<p>Interconnection, § 3.1.5</p> <p>RESOLVED</p>	<p>3.1.5 ***CLEC Acronym TE*** will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to Verizon under the Agreement.</p>	<p>3.1.5 [CLEC] Each Party will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to Verizon the other Party under the Agreement.</p>	<p><u>Bright House Comment:</u></p> <p>Given the scope and nature of the traffic exchanged between the parties, Bright House has proposed that forecasting obligations should be mutual. See § 2.2.8, above.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon agrees to the proposed change.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection, § 3.1.2 (new)</p>	<p>[no existing Verizon language]</p>	<p><u>3.2 SIP-Based Interconnection</u></p> <p><u>(a) At Bright House's option, Bright House and Verizon shall interconnect their networks using SIP format and signaling arrangements.</u></p> <p><u>(b) SIP interconnection shall be provided by means of fiber or copper-based physical interconnection facilities, at Bright House's option.</u></p> <p><u>(c) The minimum data rate for SIP interconnection shall be 100 Megabits per second, in Ethernet format.</u></p> <p><u>(d) In a SIP-based interconnection, the Parties shall exchange all signaling information necessary to allow the Party receiving the traffic to convert it, if necessary, into TDM format, including all signaling information necessary to populate all relevant fields of standard PSTN SS7 signaling messages.</u></p> <p><u>(e) To the extent that either Party sends the other Party traffic that originated on the network of a third party (such as an IXC, wireless carrier, or third party LEC), that Party shall be responsible for converting such third party traffic into SIP format and for sending all PSTN signaling information that such Party receives from the third party, including without limitation ANI, CNAM, and OCN information, to the Party receiving the traffic. In addition, for Meet Point Billing traffic sent via an SIP interconnection, the Party providing the tandem functionality for the third party IXC shall record all information necessary to allow the Party receiving the traffic to bill such third party IXC and provide that information to the other Party, to the same extent as would apply to a TDM</u></p>	<p><u>Bright House Comment:</u></p> <p>SIP-based interconnection is in many respects more efficient than TDM-based interconnection. It is plainly technically feasible in that (a) Bright House is already using it with certain 3rd party carriers and (b) our understanding is that Verizon provides SIP-based interconnection directly to certain VOIP service providers. There is therefore no reason not to provide for it as an interconnection option in this Agreement.</p>	<p><u>Verizon Comment:</u></p> <p>Assuming, <i>arguendo</i>, that Bright House is entitled to section 251 interconnection at all (and Verizon does not waive arguments that it is not), Bright House is not entitled to IP Interconnection, because (among other things) Verizon's network is not configured to support such interconnection, and Verizon cannot be required to provide Bright House with a level of interconnection superior than the level that it provides to itself and to other carriers. See, e.g., <i>Iowa Util. Bd. v. F.C.C.</i>, 120 F.3d 753, 812 (8th Cir. 1997). Verizon is currently working with industry working groups to develop standards and procedures that would allow IP interconnection on a commercial, privately-negotiated basis, once those industry-wide standards are implemented and the parties' networks re-configured.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection, § 4.1</p> <p>RESOLVED</p>	<p>4.1 If ***CLEC Acronym TE*** determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, ***CLEC Acronym TE*** shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement</p>	<p>4.1 If [CLEC] Bright House determines to offer Telephone Exchange Services and/or Exchange Access and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, [CLEC] Bright House shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.</p>	<p><u>Bright House Comment:</u></p> <p>Bright House is entitled to interconnection under § 251(c)(2) if it offers either telephone exchange service or exchange access. Bright House believes that Verizon will find this language acceptable, based on negotiations.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon agrees to the proposed change.</p>
<p>Interconnection, § 4.2</p>	<p>4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA in accordance with this Agreement; (c) ***CLEC Acronym TE***'s intended Interconnection activation date; (d) a forecast of ***CLEC Acronym TE***'s trunking requirements conforming to Section 14.2 of this Attachment; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.</p>	<p>4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA in accordance with this Agreement (including, in accordance with the terms of this Agreement, a designation of a Fiber Meet arrangement as a means of interconnection); technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA in accordance with this Agreement (c) [CLEC's] Bright House's intended Interconnection activation date; (d) a forecast of [CLEC's] Bright House's trunking requirements conforming to Section 14.2 of this Attachment; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.</p>	<p><u>Bright House Comment:</u></p> <p>These are conforming changes, except that Bright House wants to be clear that it can initiate interconnection in a LATA with a fiber meet. This is reasonable given Bright House's track record in market penetration and traffic growth. There is no point in requiring Bright House to start with a lower-capacity interconnection facility and then duplicating effort by replacing it with a fiber meet.</p>	<p><u>Verizon Comment:</u></p> <p>The proposed designation of a fiber meet as an initial point of interconnection when first starting business in a LATA is <i>unworkable</i>. Fiber meets are justified only where there is a massive volume of traffic exchanged. That traffic volume simply does not exist when a CLEC first starts to do business in a LATA.</p>
<p>Interconnection, § 5</p>	<p>5. Transmission and Routing of Telephone Exchange Service Traffic</p>	<p>5. Transmission and Routing of Telephone Exchange Service Traffic</p>	<p><u>Bright House Comment:</u></p> <p>The transmission and routing of traffic addressed by this section is not limited to Telephone Exchange Service traffic.</p>	<p><u>Verizon Comment:</u></p> <p>Bright House is incorrect. This section specifically speaks to the transmission and routing of Telephone Exchange Service Traffic,</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection § 5.2.1	<p>5.2.1 For both One-Way and Two-Way Interconnection Trunks, if ***CLEC Acronym TE*** wishes to use a technically feasible interface other than a DS1 or a DS3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.</p>	<p>5.2.1 For both One-Way and Two-Way Interconnection Trunks, if [CLEC] Bright House elects to establish an OC-level or SIP wishes to use a technically feasible interface other than a DS1 or a DS3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates (if applicable) and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates (if applicable) and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.</p>	<p><u>Bright House Comment:</u></p> <p>This change clarifies that DS1 and DS3 arrangements should not be controversial, and only OC-level or SIP arrangements might call for special negotiations. Since all interconnection arrangements will be mutual (the same on both sides of the POI) there is no reason to suggest that either Party will charge the other for establishing such arrangements. The "if applicable" language allows for an unusual situation in which charging might be appropriate.</p>	<p><u>Verizon Comment:</u></p> <p>As set forth above, there will be no SIP interface because Verizon does not, and cannot be required to, provide IP interconnection to Bright House. Verizon will provide IP interconnection under commercial terms once it develops the capability to do so and industry standards have been established. Moreover, Verizon's switches can only receive traffic at the DS1 level. While it may be technically feasible in some cases to multiplex a higher level interface to the required DS1 level, this can be done only where necessary facilities are available (i.e., where technically feasible), and appropriate charges will apply.</p>
Interconnection § 5.2.2 RESOLVED	<p>5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if ***CLEC Acronym TE*** orders the multiplexed DS3 facilities to a Verizon Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.</p>	<p>5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if [CLEC] Bright House orders the multiplexed DS3 facilities to a Verizon Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates (if applicable) and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates (if applicable) and implementation timeframes), either Party may utilize the Agreement's dispute resolution</p>	<p><u>Bright House Comment:</u></p> <p>Since all interconnection arrangements will be mutual (the same on both sides of the POI) there is no reason to suggest that either Party will charge the other for establishing such arrangements.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the proposed language.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		procedures.		
Interconnection, § 5.2.4 RESOLVED	5.2.4 For multi-frequency (MF) signaling each Party will out pulse ten (10) digits to the other Party, unless the Parties mutually agree otherwise.	5.2.4 <u>[Intentionally left blank]</u>	<p><u>Bright House Comment:</u></p> The parties will use SS7, not MF. The possibility of a technical limitation requiring MF is addressed in § 5.4, below.	<p><u>Verizon Comment:</u></p> Verizon accepts the Bright House proposal.
Interconnection, § 5.4	5.4 Signaling Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions of this Agreement and any applicable Tariff.	5.4 Signaling <u>5.4.1 The Parties shall configure all trunks to use SS7 signaling. If a Party's technical limitations require the use of multi-frequency (MF) signaling on any trunk(s), for such trunks each Party will out pulse ten (10) digits to the other Party, unless the Parties mutually agree otherwise.</u> Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic. in accordance with the provisions of this Agreement and any applicable Tariff. <u>5.4.2 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), according to industry standards.</u>	<p><u>Bright House Comment:</u></p> 1. This section, dealing with signaling, is where to deal with MF versus SS7 issues. <i>Verizon, we believe, agrees with this change.</i> 2. The obligation to make signaling data available (including access to appropriate databases) is not conditioned on any Tariff provisions. <i>Verizon disagrees with the change because its position is that tariffs can and should be incorporated by reference into the ICA.</i> 3. The language regarding the JIP was misplaced, in Section 15 of the Interconnection Attachment. It belongs here, under "signaling".	<p><u>Verizon Comment:</u></p> Verizon would accept both proposed additions, but not the proposed deletion. The required services are frequently offered pursuant to tariff, and as such the tariff reference is appropriate.
Interconnection, § 6.1.1	6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Orders.	6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing	<p><u>Bright House Comment:</u></p> The parties agree that all reciprocal compensation traffic (which includes Internet traffic) will be exchanged at \$0.0007. The contract should not and need not refer to external documents (tariffs or FCC orders) for pricing.	<p><u>Verizon Comment:</u></p> The rate for certain types of traffic – for example Exchange Access traffic – is dictated directly by the tariff. The tariff reference is therefore necessary and appropriate, as is the reference to the FCC Internet Orders.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Orders.		
Interconnection, § 6.2	<p>6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the April 18, 2001 FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the April 18, 2001 FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the April</p>	<p>6.2 At such time as a receiving Party has <u>As of the Effective Date of this Agreement, both Parties have</u> the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic) <u>such and therefore, each</u> receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. <u>If the Parties establish interconnection in any LATA in which</u> the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of</p>	<p><u>Bright House Comment:</u></p> <p>1. Both parties are capable of sending and tracking CPN. <i>Bright House believes that Verizon agrees with this change.</i></p> <p>2. The change in language regarding tariffs is intended to clarify that we are looking to the tariff to establish a methodology, not applying the tariff, literally, to traffic exchanged under the agreement.</p> <p><i>Verizon believes that tariffs may be incorporated into the ICA so disagrees with this change.</i></p> <p>The parties agree that reciprocal compensation traffic, including Internet traffic, will be exchanged at \$0.0007. Bright House believes that this rate should be stated in the Pricing Appendix or Attachment A thereto. We do not understand Verizon to disagree, in principle.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon proposes the following language. Verizon's acceptance of Bright House's deletion at the end of this section is conditional upon Verizon's proposed modification to the definition of "Measured Internet Traffic."</p> <p>At such time as a receiving Party has <u>As of the Effective Date of this Agreement, both Parties have</u> the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic) <u>such and therefore, each</u> receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. <u>If the Parties establish interconnection in any LATA in which</u> the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
	<p>18, 2001 FCC Internet Order for rebutting such presumption before the Commission), as modified by the November 5, 2008 FCC Internet Order and other applicable FCC orders and FCC Regulations.</p>	<p>billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in <u>the same manner specified in the applicable Party's Tariffs establishing terms and conditions associated with providing exchange access services in connection with toll-free calls.</u> Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of <u>For purposes of this Agreement, and pursuant to the "mirroring rule" established by the FCC in the April 18, 2001 FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the April 18, 2001 FCC Internet Order for rebutting such presumption before the Commission), as modified by and re-affirmed in the November 5, 2008 FCC Internet Order, the Parties shall exchange all Reciprocal Compensation Traffic, including Measured Internet Traffic, at the \$0.0007 integrated transport and termination rate established by the FCC and specified in the Pricing Appendix.</u></p>		<p>supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be <u>as in the same manner specified in the applicable Party's applicable Tariffs establishing terms and conditions associated with providing exchange access services in connection with toll-free calls.</u> Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of <u>For purposes of this Agreement, and pursuant to the "mirroring rule" established by the FCC in the April 18, 2001 FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the April 18, 2001 FCC Internet Order for rebutting such presumption before the Commission), as modified by and re-affirmed in the November 5, 2008 FCC Internet Order, the Parties shall exchange all Reciprocal Compensation Traffic, including Measured Internet Traffic, at the \$0.0007 integrated transport and termination rate established by the FCC and specified in the Pricing Appendix.</u></p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection, § 6.3</p> <p>RESOLVED</p>	<p>6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per Calendar Year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.</p>	<p>6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits one audit per Calendar Year, to be conducted in accordance with Section 7 of the General Terms and Conditions, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.</p>	<p>Bright House Comment:</p> <p>Following negotiations, we believe that the parties are in agreement on this change.</p>	<p>Verizon accepts the proposed change.</p>
<p>Interconnection, §6.5</p> <p>RESOLVED</p>	<p>6.5 If and, to the extent that, a ***CLEC Acronym TE*** Customer receives V/FX Traffic, ***CLEC Acronym TE*** shall promptly provide notice thereof to Verizon (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Verizon Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Verizon's Customers to such ***CLEC Acronym TE*** Customers.</p>	<p>6.5 <u>Each Party represents that the amount of FX and/or V/FX arrangements provided by such Party to End Users and Customers, and the amount of traffic originating with or bound for such arrangements, is not material in light of the volume of traffic exchanged between the Parties. In light of that mutual representation, the Parties agree that all traffic they exchange will be classified and rated based on the CPN or equivalent information sent in connection with the traffic, as provided for in, and subject to, Section 6.1, above.</u></p> <p>If and, to the extent that, a ***CLEC Acronym TE*** Customer receives V/FX Traffic, ***CLEC Acronym TE*** shall promptly provide notice thereof to Verizon (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Verizon Reciprocal</p>	<p>Bright House Comment:</p> <p>We generally understand Verizon's concerns regarding V/FX traffic. However, in fact Bright House's provision of V/FX service is immaterial; it indeed provides some customers "FX" service using V/FX arrangements, but no material amount of traffic is exchanged. As a result it is much more sensible to agree to simply rate such traffic based on CPN.</p>	<p>Verizon Comment:</p> <p>Verizon believes that the Parties have agreed on the following language:</p> <p>6.5 Each Party represents that the amount of traffic exchanged hereunder that originates on V/FX Numbers (as defined below) on such Party's network, or terminates to V/FX Numbers on such Party's network, (such traffic, a Party's "V/FX Traffic") is not material in light of the volume of traffic exchanged between the Parties. Based on the accuracy of this mutual representation, the Parties agree that they shall classify and rate all traffic exchanged over local interconnection trunks based on calling party number and called party number or equivalent information sent in connection with the traffic, as provided for in, and subject to, Section 6.1, above.</p> <p>6.5.1 If a Party's V/FX Traffic becomes material in light of the volume of traffic exchanged between the Parties, such Party will promptly notify the other Party, and the Parties will promptly implement arrangements to classify and rate such V/FX Traffic based on the actual geographic end-points of the communication. Not</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p>Compensation, intercarrier compensation or any other charges for calls placed by Verizon's Customers to such ***CLEC Acronym TE*** Customers.</p>		<p>more than twice per calendar year, a Party may request, and the other Party shall provide, additional assurance that the total volume of such Party's V/FX Traffic is not material. 6.5.2 A "V/FX Number" is a telephone number assigned or otherwise provided to the Customer of a Party where the rate center associated with the NPA/NXX Code (as set forth in the LERG) is outside the Verizon local calling area (including mandatory EAS) of the physical location of the Customer to whom the number is assigned.</p>
<p>Interconnection, §7.1</p>	<p>7.1 Reciprocal Compensation</p> <p>The Parties shall exchange Reciprocal Compensation Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment; it being understood and agreed that Verizon shall charge (and ***CLEC Acronym TE*** shall pay Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic ***CLEC Acronym TE*** physically delivers to a POI at the Verizon Interconnection Wire Center in which the terminating Verizon End Office is located, and otherwise that Verizon shall charge (***CLEC Acronym TE*** shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic ***CLEC Acronym TE*** delivers to Verizon; it also being understood and agreed that ***CLEC Acronym TE*** shall charge (and Verizon shall pay ***CLEC Acronym TE***) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Verizon delivers to ***CLEC Acronym TE***. These</p>	<p>7.1 Reciprocal Compensation</p> <p>The Parties shall exchange Reciprocal Compensation Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer <u>at the rate of \$0.0007, as specified in the Pricing Appendix.</u> in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment, it being understood and agreed that Verizon shall charge (and [CLEC] shall pay Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic that [CLEC] physically delivers to a POI at the Verizon Interconnection Wire Center in which the terminating Verizon End Office is located, and otherwise that Verizon shall charge ([CLEC] shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic [CLEC]</p>	<p><u>Bright House Comment:</u></p> <ol style="list-style-type: none"> The parties have agreed to exchange traffic at the \$0.0007 rate, and agreed that that rate is inclusive of all transport and termination charges that would otherwise apply. The change in language regarding charges for cross-connection and multiplexing is to ensure that they are imposed only in connection with collocation arrangements and not in connection with normal delivery of traffic for termination. Verizon can decide for itself whether it makes sense to multiplex traffic to/from an end office, etc. Bright House should not be charged for those functions. The change in language regarding application of pro-rated access charges is intended for clarification. Bright House agrees that where it sends Toll Traffic (as defined) to Verizon, Bright House owes per-minute terminating access charges with respect to that traffic. We do not agree that we owe separate or prorated facilities charges for Toll Traffic, especially where a fiber meet is established and direct trunking to end offices is used. 	<p><u>Verizon Comment:</u></p> <p>For the first paragraph (using the paragraph breaks drawn by Bright House), Verizon proposes the following language as a compromise:</p> <p>The Parties shall exchange Reciprocal Compensation Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer at the rate of \$0.0007, in accordance with Paragraphs 78 and 89 of the 2001 FCC Internet Order.</p> <p>For the second and third paragraphs (using the paragraph breaks drawn by Bright House), Verizon believes that its original language should be used, for the following reasons.</p> <ol style="list-style-type: none"> Multiplexing and like services are not necessarily used only in connection with collocation by Bright House. To the extent that local interconnection trunks

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
	<p>rates are to be applied at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect, whether such traffic is delivered by Verizon for termination by ***CLEC Acronym TE***, or delivered by ***CLEC Acronym TE*** for termination by Verizon. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the technically feasible Point(s) of Interconnection on Verizon's network in a LATA to its Customer; provided, however, for the avoidance of any doubt, ***CLEC Acronym TE*** shall also pay Verizon, at the rates set forth in the Pricing Attachment, for any multiplexing, cross connects or other collocation related Services that ***CLEC Acronym TE*** obtains from Verizon. When Toll Traffic is delivered over the same Interconnection Trunks as Reciprocal Compensation Traffic, any port, transport or other applicable access charges related to the delivery of Toll Traffic from the technically feasible Point of Interconnection on Verizon's network in a LATA to the terminating Party's Customer shall be prorated so as to apply only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.</p>	<p>delivers to Verizon; it also being understood and agreed that [CLEC] shall charge (and Verizon shall pay [CLEC]) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Verizon delivers to [CLEC]. These rates are to be applied at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect, whether such traffic is delivered by Verizon for termination by [CLEC], or delivered by [CLEC] for termination by Verizon.</p> <p>No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the technically feasible Point(s) of Interconnection on Verizon's network in a LATA to its Customer; provided, however, for the avoidance of any doubt, [CLEC] Bright House shall also pay Verizon, at the rates set forth in the Pricing Attachment, for any multiplexing, cross connects or other collocation related Services that [CLEC] Bright House obtains from Verizon, including any cross-connects or multiplexing that Bright House obtains in connection with a collocation arrangement. When Toll Traffic is delivered over the same Interconnection Trunks as Reciprocal Compensation Traffic, any port, transport or other applicable access charges related to the delivery of Toll Traffic from the technically feasible Point of Interconnection on Verizon's network in a LATA to the terminating Party's Customer shall be prorated so as to apply only to</p>	<p>4. The parties agree that the physical end points of a call govern its status as toll or local. Bright House believes that under applicable law (including Commission precedent in the <i>Global NAPs</i> case) the determination of traffic as toll or local depends on the originating carrier's local calling area structure.</p>	<p>are used for toll traffic, the facilities are payable for at access rates.</p> <p>c. In this day of supra-regional and national calling plans, it would be burdensome, and essentially useless, to classify traffic as local and toll by reference to the originating carrier's calling area. Rather, the fixed and Commission-approved areas used by Verizon should be used.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p>the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of</p> <p><u>The determination of whether traffic begins and ends in different local calling areas ("exchange areas") for purposes of its designation as Toll Traffic-Reciprocal Compensation, shall be based on the actual originating and terminating points of the complete end-to-end communication.</u></p>		
<p>Interconnection, § 7.2</p>	<p>7.2 Traffic Not Subject to Reciprocal Compensation</p> <p>[no introductory text]</p>	<p>7.2 Traffic Not Subject to Reciprocal Compensation</p> <p><u>Reciprocal Compensation shall apply to all traffic to which Section 251(b)(5) of the Act applies, but only to such traffic, as determined by the rules and rulings of the FCC. For avoidance of doubt, for purposes of this Agreement and in the absence of any Change in Applicable Law, Reciprocal Compensation shall not apply to the following types of traffic:</u></p>	<p><u>Bright House Comment:</u></p> <p>Under Applicable Law (notably the November 8 2008 Internet Order) reciprocal compensation is the "default" form of intercarrier compensation; it applies to everything not excluded by § 251(g). Even so, Bright House agrees that it makes sense to specify certain traffic that will not be treated as subject to reciprocal compensation under this Agreement, either because we agree that it is indeed excluded, or because it is not worth litigating about.</p>	<p><u>Verizon Comment:</u></p> <p>This introductory provision is unnecessary in light of the language proposed by Verizon. It also mis-states the law to some degree, as it does not account for traffic subject to Section 251(g).</p>
<p>Interconnection, § 7.2.1</p>	<p>7.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic), Information Access, or exchange services for Exchange Access or Information Access.</p>	<p>7.2.1 Reciprocal Compensation shall not apply to Interstate or intrastate Exchange Access. (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic), Information Access, or exchange services for Exchange Access or Information Access.</p>	<p><u>Bright House Comment:</u></p> <p>It is not clear how this would actually come up. If a Party sends the other Party Toll Traffic, access charges apply; at least arguably this is "access traffic" as well as "toll traffic." If a Party sends the other Party a 3rd-party IXC's traffic, that is meet point billing traffic, and reciprocal compensation does not apply. So, while the term is somewhat ambiguous, it appears reasonable to exclude exchange access traffic from reciprocal compensation. V/FX traffic is not Toll Traffic and is not Exchange Access. We have suggested that V/FX will be billed based on CPN.</p> <p>Similarly, the term "Information Access" is actually extremely ambiguous, even though it is drawn (by Verizon) from § 251(g).</p>	<p><u>Verizon Comment:</u></p> <p>This provision properly clarifies that Reciprocal Compensation does not apply to the specified classes of traffic. There is nothing ambiguous about these terms, and their exclusion from Reciprocal Compensation is specified in the Act.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
			<p>We know, for example, that it does <i>not</i> include dial-up calls to ISPs, since we know that those calls <i>are</i> subject to reciprocal compensation.</p> <p>In these circumstances, the better course is to limit the exclusion here to Exchange Access.</p> <p><i>Verizon will provide its response to these proposals in its response to the arbitration petition.</i></p>	
Interconnection, § 7.2.2	7.2.2 Reciprocal Compensation shall not apply to Internet Traffic.	7.2.2 <u>[Intentionally left blank]</u>	<p><u>Bright House Comment:</u></p> <p>Under the FCC's November 5, 2008 Internet Order, ISP-bound traffic, aka "Internet Traffic," expressly <i>is</i> subject to reciprocal compensation. Verizon's proposed language is directly inconsistent with Applicable Law.</p>	<p><u>Verizon Comment:</u></p> <p>This deletion is inappropriate. The November 5 Order provides that Reciprocal Compensation is due on a subset of Internet Traffic that is what the ICA defines as "Measured Internet Traffic." Verizon therefore proposes the following language:</p> <p>7.2.2 Reciprocal Compensation shall not apply to Internet Traffic that is not Measured Internet Traffic.</p>
Interconnection, § 7.2.3	7.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.	7.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.	<p><u>Bright House Comment:</u></p> <p>This is simply a formal change.</p>	<p><u>Verizon Comment:</u></p> <p>This change is unnecessary.</p>
Interconnection, § 7.2.4	7.2.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Scope Arrangement Traffic.	7.2.4 Reciprocal Compensation shall not apply to <u>Traffic originated by a Customer of a Party's</u> Optional Extended Local Calling Scope Arrangement.	<p><u>Bright House Comment:</u></p> <p>This is a solely textual/conforming change.</p>	<p><u>Verizon Comment:</u></p> <p>This change is unnecessary and introduces ambiguity: a single customer will place a variety of calls, some of which may be OES (and therefore not subject to reciprocal compensation), and some not.</p>
Interconnection, § 7.2.5	7.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.	7.2.5 Reciprocal Compensation shall not apply to Special access, private line, or any other traffic that is not switched by the terminating Party.	<p><u>Bright House Comment:</u></p> <p>This is a solely textual/conforming change.</p>	<p><u>Verizon Comment:</u></p> <p>This change is unnecessary.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, § 7.2.6	7.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.	7.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.	<u>Bright House Comment:</u> This is a solely textual/conforming change.	<u>Verizon Comment:</u> This change is unnecessary.
Interconnection, § 7.2.7	7.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).	7.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).	<u>Bright House Comment:</u> This is a solely textual/conforming change.	<u>Verizon Comment:</u> This change is unnecessary.
Interconnection, § 7.2.8	7.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.	7.2.8 <u>Intentionally left blank</u>	<u>Bright House Comment:</u> This is redundant in light of the new introductory language Bright House has added under §7.2.	This change is unnecessary.
Interconnection, § 7.2.9	7.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a ***CLEC Acronym TE*** Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, ***CLEC Acronym TE*** shall pay Verizon's originating access charges for all V/FX Traffic originated by a Verizon Customer, and ***CLEC Acronym TE*** shall pay Verizon's terminating access charges for all V/FX Traffic originated by a ***CLEC Acronym TE*** Customer.	7.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) shall be treated as provided for in Section 6.5 of this Interconnection Attachment. As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a [CLEC] Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, [CLEC] shall pay Verizon's originating access charges for all V/FX Traffic originated by a Verizon Customer, and [CLEC] shall pay Verizon's terminating access charges for all V/FX Traffic originated by a [CLEC] Customer.	<u>Bright House Comment:</u> Conforming change; see § 6.5, above.	<u>Verizon Comment:</u> Verizon accepts the proposed change.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, § 7.3	7.3 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by ***CLEC Acronym TE*** to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to ***CLEC Acronym TE***.	7.3 <u>[intentionally left blank]</u>	<u>Bright House Comment:</u> This provision is unnecessary in light of the parties' agreement to exchange traffic at \$0.0007.	<u>Verizon Comment:</u> This statement of the rule is indisputable, and as such, there is no legitimate basis for Bright House's objection.
Interconnection, § 8.1 RESOLVED	8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Orders and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Orders and other applicable FCC orders and FCC Regulations.	8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Orders and other applicable FCC orders and FCC Regulations/ <u>Rulings</u> ; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Orders and other applicable FCC orders and FCC Regulations/ <u>Rulings</u> . <u>For the avoidance of doubt, the Parties agree and acknowledge that in the November 5, 2008 FCC Internet Order, the FCC ruled that Internet Traffic is subject to Section 251(b)(5) and is therefore subject to Reciprocal Compensation, subject, however, to the rate cap and mirroring rule reaffirmed by the FCC in that order.</u>	<u>Bright House Comment:</u> To the extent that the agreement is going to call out Internet traffic for specific discussion, Bright House insists that the discussion be accurate. There is no question that under Applicable Law Internet Traffic is subject to reciprocal compensation under Section 251(b)(5), subject to the rate cap and mirroring rule established by the FCC.	<u>Verizon Comment:</u> The Parties have agreed on the following language: Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Orders and other applicable FCC orders and FCC Regulations/ <u>Rulings</u> ; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Orders and other applicable FCC orders and FCC Regulations/ <u>Rulings</u> . For the avoidance of doubt, the Parties agree and acknowledge that in accordance with the November 5, 2008 FCC Internet Order, Measured Internet Traffic is subject to Section 251(b)(5) and is therefore subject to Reciprocal Compensation, subject, however, to the rules regarding compensation for such traffic (including the rate cap and mirroring rule) set forth in the FCC Internet Orders and reaffirmed by the FCC in the November 5, 2008 FCC Internet Order.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, § 8.2	8.2 Subject to Section 8.1 of this Attachment, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.	8.1 <u>[Intentionally left blank]</u>	<p><u>Bright House Comment:</u></p> <p>This provision is simultaneously ambiguous, redundant, and wrong. As noted above, it is not clear what "access traffic" the parties might exchange other than Toll Traffic and Meet Point Billing Traffic. The compensation for those is provided elsewhere. "Information Access" traffic is mainly ISP-bound, which the FCC has said is subject to reciprocal compensation. To the extent that Verizon is trying to replicate §251(g) it has misstated its application, because the <i>WorldCom v. FCC</i> court made clear that only traffic of types that was exchanged prior to the 1996 Act is excluded by that section; obviously the FCC's parallel regulations (47 C.F.R. § 51.701 et seq.) must be interpreted accordingly.</p>	<p><u>Verizon Comment:</u></p> <p>It is not clear what Bright House finds objectionable in this provision; its explanation does not appear to be related to Verizon's simply stated provisions. Clearly, the listed types of traffic are governed by the applicable provisions of the ICA and applicable tariffs.</p>
Interconnection, § 8.3	8.3 For any traffic originating with a third party carrier and delivered by ***CLEC Acronym TE*** to Verizon, ***CLEC Acronym TE*** shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by ***CLEC Acronym TE***.	8.3 <u>[Intentionally left blank]</u>	<p><u>Bright House Comment:</u></p> <p>This provision is unnecessary. Meet point billing arrangements cover any legitimate Verizon concern on this point.</p>	<p><u>Verizon Comment:</u></p> <p>When Bright House delivers to Verizon traffic that is originated by its unregulated affiliate or any other third party, Bright House must be responsible for that traffic. If Bright House does not want to be responsible for the traffic that it chooses to carry to Verizon's network, it should decline to carry that traffic.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, § 8.4	8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.	8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic <u>exchanged on a "bill-and-keep" basis, with no intercarrier compensation as between the Parties with respect to it. Either Party may request negotiation of an amendment to this Attachment to specify intercarrier compensation other than bill-and-keep for any type of traffic not specifically addressed in this Agreement and of which the Parties exchange at least a DS1's worth of traffic for a period of no less than three (3) consecutive months. If the Parties cannot agree on such an amendment either Party may invoke the Dispute Resolution procedures of Section 14 of the General Terms and Conditions of this Agreement.</u>	<u>Bright House Comment:</u> Bright House is not aware of any traffic not covered by one or more provisions of the Agreement. If any such traffic exists, the better approach is to treat it as subject to bill and keep. Permitting open-ended debates about whether traffic is covered and the tariff-based consequences if it is not, is an invitation to disputes and difficulties in administering the agreement. If any such traffic becomes significant the Parties can negotiate an amendment to deal with it.	<u>Verizon Comment:</u> On the one hand, Bright House insists that it may exchange any and all types of traffic over trunks established under this Agreement; on the other hand it claims that Verizon should be forced to terminate such traffic for free, unless it has the foresight to anticipate, and enumerate the terms surrounding, each sort of traffic that Bright House might intend to deliver.
Interconnection, §8.5	8.5 The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Verizon's network in a LATA in accordance with the FCC Internet Orders and other applicable FCC orders and FCC Regulations.	8.5 <u>[intentionally left blank]</u>	<u>Bright House Comment:</u> This provision is completely unnecessary. It is redundant of other provisions and (erroneously) implies that Internet Traffic is not Reciprocal Compensation Traffic.	<u>Verizon Comment:</u> This provision accurately states the parties' obligations with regard to Internet Traffic, so it should remain.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, §9.1	<p>9.1 Scope of Traffic</p> <p>Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between ***CLEC Acronym TE*** Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where ***CLEC Acronym TE*** elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.</p>	<p>9.1 Scope of Traffic</p> <p>Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between [CLEC] Telephone Exchange Service Customers Bright House End Users and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where [CLEC] Bright House elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.</p>	<p><u>Bright House Comment:</u></p> <p>This is a conforming change, to reflect the fact that Bright House indirectly provides PSTN connectivity to VoIP end users.</p>	<p><u>Verizon Comment:</u></p> <p>Access Toll Connecting Trunks are to be used for what is commonly known as access traffic: traffic between telephone exchange service customers and IXCs. Verizon's language is more accurate than Bright House's proposed formulation, in which "End Users" could include carrier customers and others.</p>
Interconnection § 9.2.1	<p>9.2.1 If ***CLEC Acronym TE*** chooses to subtend a Verizon access Tandem, ***CLEC Acronym TE***'s NPA/NXX must be assigned by ***CLEC Acronym TE*** to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.</p>	<p>9.2.1 If [CLEC] Bright House chooses to shall subtend one or more a Verizon access Tandem, CLEC Bright House shall assign NPA/NXXs must be assigned by to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.</p>	<p><u>Bright House Comment:</u></p> <p>Clarifies language and arrangements. Bright House believes that Verizon agrees to these proposals.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the proposed change.</p>
Interconnection, §9.2.2	<p>9.2.2 ***CLEC Acronym TE*** shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from ***CLEC Acronym TE***'s Customers.</p>	<p>9.2.2 [CLEC] Bright House and Verizon shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs between Bright House's network and the applicable POI(s), by which Bright House will provide its portion of Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from [CLEC's] Bright House's Customers.</p>	<p><u>Bright House Comment:</u></p> <ol style="list-style-type: none"> 1. Trunks are established jointly. Every trunk has two ends. 2. In the case of these trunks in particular, the "dividing line" has to be the POI, because Verizon, under meet point billing rules, will charge the IXC for the portion of transport it provides to the IXC, which will go from the IXC's POP to the POI with Bright House. 	<p><u>Verizon Comment:</u></p> <p>Access toll connecting trunks are not "established jointly;" they must be ordered by Bright House, not Verizon. The dividing line for access toll connecting trunks is not the POI. The POI is only the point of interconnection for local interconnection trunks.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, §9.2.3	9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office ***CLEC Acronym TE*** utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) Verizon utilizes to provide Exchange Access in such LATA.	9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. <u>For traffic where Verizon provides the tandem functionality in a Meet Point Billing arrangement, such trunks shall connect the End Office [CLEC] Bright House utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA, via the applicable POI(s), to the access Tandem(s) Verizon utilizes to provide Exchange Access in such LATA. For traffic where Bright House provides the tandem functionality in a Meet Point Billing arrangement, such trunks shall connect from Bright House's switch to each applicable Verizon End Office.</u>	<u>Bright House Comment:</u> This language is to clarify the physical routing of the traffic in question, and to provide for the situation where Bright House is providing tandem functionality.	<u>Verizon Comment:</u> The first sentence ("For traffic where Verizon provides the tandem functionality") is unnecessary, and redundant of the initial language in Section 9.1 that the section applies only "where Bright House elects to have its End Office Switch subtend a Verizon Tandem." The second insertion ("via the applicable POIs") is incorrect, as the POI for local interconnection may be different from the interconnection point for access services. The third insertion ("where Bright House provides") is also unnecessary in light of Section 9.1.
Interconnection, § 9.2.5	[no corresponding Verizon language]	<u>9.2.5 Nothing in this Section 9.2 of this Interconnection Attachment, or in any tariff, shall be construed to impose upon Bright House any obligation to compensate Verizon for any Verizon facilities or services that Verizon might provide in connection with the delivery of Switched Exchange Access traffic between Bright House's network and Interexchange Carriers, it being understood and acknowledged that Verizon shall recover any such compensation from such Interexchange Carriers, as provided in Section 10 of this Interconnection Attachment.</u>	<u>Bright House Comment:</u> In light of the position that Verizon has apparently taken in certain litigation, it is necessary to clearly specify that Verizon is not entitled to charge Bright House for the same facilities or services that Verizon is entitled to charge IXCs for, under meet point billing rules.	<u>Verizon Comment:</u> CLECs frequently use Verizon-provided facilities to connect with IXCs. Where they do so, they must of course pay for those facilities.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, §10.1	10.1 ***CLEC Acronym TE*** and Verizon will establish MPB arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a Verizon access Tandem Switch in accordance with the MPB guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's applicable Tariffs. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Verizon.	10.1 [CLEC] Bright House and Verizon will establish MPB arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a Verizon access Tandem Switch, <u>or via the tandem functionality of Bright House's switch</u> , in accordance with the MPB guidelines contained in the OBF's MECAB and MECOD documents. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service where <u>a portion of the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Verizon one Party, but the remainder of the transport component, and all other components of the Switched Exchange Access Service is provided by the other Party.</u>	<u>Bright House Comment:</u> 1. Either Party may be the one providing the tandem functionality in a meet point billing arrangement. 2. In such an arrangement, "transport" (used here in its sense as part of an access service, not as part of "transport and termination") runs from the IXC's POP to the terminating end office. In an MPB arrangement, it is likely that both Parties will provide some portion of the transport function. Specifically, the Party terminating the traffic will provide transport from the POI with the other Party, to its end office switch.	<u>Verizon Comment:</u> These changes are inappropriate. Bright House is of course entitled to interconnect directly with IXCs. But those arrangements are essentially invisible to Verizon, and there is no reason to address them in this agreement. Experience has shown that CLECs are not able to connect with all IXCs, however, and that some meet point billing arrangements will be necessary, as such traffic ends up being routed through the Verizon tandem. This section deals only with those meet point arrangements that route through Verizon, and as such the language that purports to deal with Bright House's own, private, arrangements with IXCs is irrelevant and inappropriate.
Interconnection, § 10.2	10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable ***CLEC Acronym TE*** Routing Point/Verizon Serving Interconnection Wire Center combinations.	10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable [CLEC]-Routing Point/Verizon Serving Interconnection Wire Center combinations.	<u>Bright House Comment:</u> These changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement.	<u>Verizon Comment:</u> See comment to section 10.2 above,
Interconnection, §10.3	10.3 Interconnection for the MPB arrangement shall occur at each of the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.	10.3 Interconnection for the MPB arrangement shall occur at each of the Verizon access Tandems in the LATA <u>as to which Bright House has subtending exchanges, and at each Bright House switch in the LATA as to which Direct End Office Trunks to any Verizon End Office Switches has been established, unless otherwise agreed to by the Parties.</u>	<u>Bright House Comment:</u> These changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement.	<u>Verizon Comment:</u> See comment to section 10.2 above,
Interconnection, §10.6	10.6 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other	10.6 The rates to be billed by each Party <u>to the IXC</u> for the portion of the MPB arrangement provided by it shall be as set	<u>Bright House Comment:</u> The first change is to clarify that the "billings" being talked about	<u>Verizon Comment:</u> See comment to section 10.2 above,

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
	document that contains the terms under which that Party's access services are offered. For each ***CLEC Acronym TE*** Routing Point/Verizon Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the ***CLEC Acronym TE*** Routing Point and the Verizon Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment.	forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each [CLEC] Routing Point/Verizon-Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the [CLEC] Routing Point and the Verizon Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment.	here are billings to the IXC, not to each other. The remaining changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement.	
Interconnection, §10.7	10.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Verizon Interconnection Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.	10.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Verizon-Interconnection Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.	<u>Bright House Comment:</u> This change is needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement.	<u>Verizon Comment:</u> See comment to section 10.2 above,
Interconnection, §10.8	10.8 Verizon shall provide ***CLEC Acronym TE*** with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.	10.8 Verizon The Party providing tandem functionality shall provide [CLEC] the other Party with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.	<u>Bright House Comment:</u> These changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement.	<u>Verizon Comment:</u> See comment to section 10.2 above,
Interconnection, §10.9	10.9 ***CLEC Acronym TE*** shall provide Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.	10.9 [CLEC] The Party providing end office functionality shall provide Verizon the other Party with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.	<u>Bright House Comment:</u> These changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement.	<u>Verizon Comment:</u> See comment to section 10.2 above,

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, §10.16	10.16 In the event ***CLEC Acronym TE*** determines to offer Telephone Exchange Services in a LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable ***CLEC Acronym TE*** to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where there are located ***CLEC Acronym TE*** Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed.	10.16 In the event [CLEC] Bright House determines to offer Telephone Exchange Services in a LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable [CLEC] Bright House to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where there are located [CLEC] Bright House Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed. Bright House shall provide reciprocal arrangements for Verizon.	Bright House Comment: These changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement.	Verizon Comment: See comment to section 10.2 above,

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection, §10.17</p>	<p>10.17 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Interconnection Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:</p> $\frac{a}{a + b} = \text{***CLEC Acronym TE*** Billing Percentage}$ <p>and</p> $\frac{b}{a + b} = \text{Verizon Billing Percentage}$ <p>where:</p> <p>a = the airline mileage between ***CLEC Acronym TE*** Routing Point and the actual point of interconnection for the MPB arrangement; and</p> <p>b = the airline mileage between the Verizon Serving Interconnection Wire Center and the actual point of interconnection for the MPB arrangement.</p>	<p>10.17 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Interconnection Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:</p> $\frac{a}{a + b} = \text{[CLEC] Bright House Billing Percentage}$ <p>and</p> $\frac{b}{a + b} = \text{Verizon Billing Percentage}$ <p>where:</p> <p>a = the airline mileage between [CLEC] Bright House Routing Point and the actual point of interconnection for the MPB arrangement; and</p> <p>b = the airline mileage between the Verizon Serving Interconnection Wire Center and the actual point of interconnection for the MPB arrangement.</p> <p><u>In cases where Bright House performs the tandem switching functionality, the same formula shall be used to determine the Parties' respective billing percentages, substituting "Bright House" for "Verizon" and vice versa in the formula specified above.</u></p>	<p><u>Bright House Comment:</u></p> <p>These changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement.</p>	<p><u>Verizon Comment:</u></p> <p>See comment to section 10.2 above,</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, §10.18	10.18 ***CLEC Acronym TE*** shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of ***CLEC Acronym TE***'s delivery of notice to Verizon, Verizon and ***CLEC Acronym TE*** shall confirm the Routing Point/Verizon Serving Interconnection Wire Center combination and billing percentages.	10.18 [CLEC] shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of For LATA XXX, within thirty (30) days of the Effective Date, and for any other LATA, within thirty (30) days of the date on which Bright House notifies Verizon of its intention to interconnect in such other LATA, the Parties shall calculate and exchange the billing percentages which should apply for such MPB arrangements. Within ten (10) Business Days of [CLEC] such delivery, of notice to Verizon, the Parties Verizon and [CLEC] shall confirm the Routing Point/Verizon Serving Interconnection Wire Center combinations and billing percentages.	Bright House Comment: These changes are needed to reflect the fact that either Party may be the one providing tandem functionality in an MPB arrangement.	Verizon Comment: See comment to section 10.2 above,
Interconnection, §12.4	12.4 ***CLEC Acronym TE*** may use Tandem Transit Traffic Service only for traffic that originates on ***CLEC Acronym TE***'s network and only to send traffic to an Other Carrier with whom ***CLEC Acronym TE*** has a reciprocal traffic exchange arrangement (either via written agreement or mutual tariffs) that provides for the Other Carrier, to terminate or complete traffic originated by ***CLEC Acronym TE*** and to bill ***CLEC Acronym TE***, and not to bill Verizon, for such traffic. ***CLEC Acronym TE*** agrees not to use Verizon's Tandem Transit Traffic Service to send traffic to an Other Carrier with whom ***CLEC Acronym TE*** does not have such a reciprocal traffic exchange arrangement or to send traffic that does not originate on ***CLEC Acronym TE***'s network.	12.4 [Intentionally left blank]	Bright House Comment: This provision is completely unrealistic and unworkable. Bright House does not have and often cannot arrange traffic exchange agreements with random third party wireless carriers, CLECs, etc. We agree that we will pay for transit service and that Verizon should not be liable for charges to 3 rd parties in association with our traffic.	Verizon Comment: Verizon is willing to address Bright House's concern that it may not be practical to enter into agreements with every single carrier by providing that it must have arrangements in place if the traffic volume exchanged with any such carrier becomes significant. Verizon therefore proposes the following language: 12.4 Bright House may use Tandem Transit Traffic Service only for traffic that originates on Bright House's network. Bright House shall not use Verizon's Tandem Transit Service to exchange traffic with any Other Carrier to which Bright House delivers (through Verizon's Tandem Transit Service) more than 10,000 minutes of use in any LATA during a given month for three consecutive months, unless Bright House has a reciprocal traffic exchange arrangement (either via written agreement or mutual tariffs) that

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
				provides for the Other Carrier to terminate or complete traffic originated by Bright House and to bill Bright House (if the arrangement contemplates any billings), and not to bill Verizon, for such traffic.
Interconnection, §12.5	12.5 ***CLEC Acronym TE*** shall pay Verizon for Tandem Transit Traffic Service at the rates specified in the Pricing Attachment. Verizon will not be liable for compensation to any Other Carrier for any traffic that is transported through Verizon's Tandem and Verizon reserves the right to assess to ***CLEC Acronym TE*** any additional charges or costs any Other Carrier imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. If Verizon is billed by any Other Carrier for any traffic originated by ***CLEC Acronym TE***, Verizon may provide notice to ***CLEC Acronym TE*** of such billing. Upon receipt of such notice, ***CLEC Acronym TE*** shall immediately stop using Verizon's Tandem Transit Traffic Service to send any traffic to such Other Carrier until it has provided to Verizon certification that the Other Carrier has removed such billed charges from its bill to Verizon and that the Other Carrier will not bill Verizon for any traffic originated by ***CLEC Acronym TE***. Such certification must be signed by an authorized officer or agent of the Other Carrier and must be in a form acceptable to Verizon.	12.5 [CLEC] Bright House shall pay Verizon for Tandem Transit Traffic Service at the rates specified in the Pricing Attachment. Verizon will not be liable for compensation to any Other Carrier for any traffic that is transported through Verizon's Tandem. and Verizon reserves the right to assess to [CLEC] any additional charges or costs any Other Carrier imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. If Verizon is billed by any Other Carrier for any traffic originated by [CLEC], Verizon may provide notice to [CLEC] of such billing. Upon receipt of such notice, [CLEC] shall immediately stop using Verizon's Tandem Transit Traffic Service to send any traffic to such Other Carrier until it has provided to Verizon certification that the Other Carrier has removed such billed charges from its bill to Verizon and that the Other Carrier will not bill Verizon for any traffic originated by [CLEC]. Such certification must be signed by an authorized officer or agent of the Other Carrier and must be in a form acceptable to Verizon.	<u>Bright House Comment:</u> We agree that Verizon is not liable to 3 rd parties for Bright House originated traffic. We cannot agree to pay whatever some 3 rd party might impose on Verizon, since we do not know what those charges are or might be. We are willing to discuss alternative approaches to this problem with Verizon.	<u>Verizon Comment:</u> This deletion is inappropriate. If Bright House makes the business decision to route traffic to another carrier indirectly through Verizon's tandem, rather than through direct interconnection, it cannot then force Verizon to accept financial responsibility for the resulting billings from third-party carriers that terminate this traffic. It is Bright House's responsibility to compensate such carriers for the termination of Bright House's traffic. If the third-party carrier bills Verizon instead of Bright House, Bright House remains responsible for this traffic, despite the fact that it may be transited through Verizon's tandem.
Interconnection, § 13.2 RESOLVED	13.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party	13.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned	<u>Bright House Comment:</u> Technical fix to reflect assignment of numbers by 1000s blocks, not whole NXXs. As to fees, there is no reason to suggest the possibility that such	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
	shall impose any fees or charges whatsoever on the other Party for such activities.	NXXs/1000s blocks, codes. Except as expressly set forth in this Agreement, Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.	charges would even be appropriate. They are not.	
Interconnection, § 13.3 RESOLVED	13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, ***CLEC Acronym TE*** shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. ***CLEC Acronym TE*** shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.	13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, [CLEC] Bright House shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. [CLEC] Bright House shall assign whole 1000s blocks NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs/ 1000s blocks .	<u>Bright House Comment:</u> This is a technical change, necessary, we believe, because NANPA assigns numbers in 1000s blocks, not NXX codes.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.
Interconnection § 13.4 RESOLVED	13.4 ***CLEC Acronym TE*** will also designate a Routing Point for each assigned NXX code. ***CLEC Acronym TE*** shall designate one location for each Rate Center Area in which the ***CLEC Acronym TE*** has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of ***CLEC Acronym TE*** will be routed in the same manner as calls to ***CLEC Acronym TE***'s initial NXXs.	13.4 [CLEC] Bright House will also designate a Routing Point for each assigned NXX code or 1000s block . [CLEC] Bright House shall designate one location for each Rate Center Area in which the [CLEC] Bright House has established NXX code(s) or 1000s blocks as the Routing Point for the NPA-NXXs/ 1000s blocks associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs/ 1000s blocks of [CLEC] Bright House will be routed in the same manner as calls to [CLEC]'s Bright House's initial NXXs/ 1000s blocks .	<u>Bright House Comment:</u> This is a technical change, necessary, we believe, because NANPA assigns numbers in 1000s blocks, not NXX codes	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection, § 14.2.1 RESOLVED</p>	<p>14.2.1 <u>Initial Trunk Forecast Requirements</u>. At least ninety (90) days before initiating interconnection in a LATA, ***CLEC Acronym TE*** shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters.</p>	<p>14.2.1 <u>Initial Trunk Forecast Requirements</u>. At least ninety (90) days before initiating interconnection in a LATA, [CLEC] <u>each Party</u> shall provide Verizon <u>the other Party</u> with a <u>one (1)-two (2)- year</u> traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. This <u>Each Party's</u> initial traffic forecast will provide the amount of traffic to be delivered to and from Verizon <u>between the Parties, in each direction</u>, over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters.</p>	<p><u>Bright House Comment:</u> As noted elsewhere, given the scope of the Parties' interconnection arrangements and traffic exchange, forecasting obligations should be mutual. There is no realistic need for two-year forecasts.</p>	<p><u>Verizon Comment:</u> The Parties have agreed on the following language: Initial Trunk Forecast Requirements. If Bright House has not initiated interconnection with Verizon in a LATA, then at least ninety (90) days before initiating interconnection in such LATA, Bright House shall provide Verizon with a one (1) -year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. this initial traffic forecast will provide Bright House's estimate of the amount of traffic to be delivered between the Parties, in each direction, over each of the Interconnection Trunk groups in the LATA over the following four (4) quarters.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection, § 14.2.2</p> <p>RESOLVED</p>	<p>14.2.2 <u>Ongoing Trunk Forecast Requirements</u>. Where the Parties have already established interconnection in a LATA, ***CLEC Acronym TE*** shall provide a new or revised traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide when ***CLEC Acronym TE*** develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (a) ***CLEC Acronym TE*** plans to deploy a new switch; (b) ***CLEC Acronym TE*** plans to implement a new POI or network architecture; (c) ***CLEC Acronym TE*** plans to rearrange its network; (d) ***CLEC Acronym TE*** plans to convert a One-Way Interconnection Trunk group to a Two-Way Interconnection Trunk group; (e) ***CLEC Acronym TE*** plans to convert a Two-Way Interconnection Trunk group to a One-Way Interconnection Trunk group; or (f) ***CLEC Acronym TE*** expects a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks.</p>	<p>14.2.2 <u>[Intentionally left blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>This provision is unnecessary in light of the forecasting provision in Section 2.2.8.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the Bright House proposal.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection § 15.2</p>	<p>15.2 Procedures for Providing LNP ("Local Number Portability")</p> <p>The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.</p>	<p>15.2 Procedures for Providing LNP ("Local Number Portability")</p> <p>The Parties will follow the LNP provisioning process, including <u>all established intervals and rules for distinguishing simple from complex ports</u>, recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis. <u>For avoidance of doubt, the presence of a Verizon DSL or similar service on a line does not convert an otherwise simple port into a complex port. LNP shall be available with respect to all of a Party's Customers/End Users, irrespective of the status of such Customer/End User as a government, business, or residence customer. There shall be no charges between the Parties for any LNP-related services or functions they may provide to each other and/or to each other's Customers/End Users, including without limitation coordinated ports or ports involving multiple lines or numbers of a single Customer/End User. Upon request, a Party shall provide the other Party with a description, in commercially reasonable detail, of that Party's procedures and policies for reserving numbers for customers so that such reserved numbers may be ported as appropriate.</u></p>	<p><u>Bright House Comment:</u></p> <p>This clarifying language ensures that the FCC's rules/rulings regarding intervals and what constitutes a complex port will apply under the Agreement.</p> <p>Bright House notes that this matter was disputed before the Commission several years ago and that the FCC eventually ruled that the presence of DSL on a line did not justify delaying ports.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon proposes the following language as a compromise:</p> <p>The Parties will follow the LNP provisioning process, including all established intervals and rules for distinguishing simple from complex ports, recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.</p> <p>This incorporates the first of Bright House's proposed additions. The rest of Bright House's proposed additions are inappropriate.</p> <ol style="list-style-type: none"> 1. The FCC's definition of a "simple port" specifically excludes ports involving "multiple services on the loop." This would exclude lines with DSL from the definition of "simple port," 2. Bright House proposes to require Verizon to perform extraordinary "coordination" activities for certain kinds of ports, but to avoid paying for those activities. This is inappropriate. Bright House may be entitled to free ports; it is not entitled to free "coordination" or other ancillary services. 3. The final request for written number reservation procedures seems more like an interrogatory than a contract term. Bright House makes no attempt to justify this potentially burdensome requirement.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, §15.2.1	15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.	15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange service(s) it previously received from Party A, in conjunction with the Telephone Exchange service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. <u>In accordance with this Agreement, and Applicable Law a Party, and the Party's End User obtaining interconnected VoIP Service with PSTN connectivity provided by a Party, shall be entitled to full number portability rights, and the Party losing the customer shall have full responsibilities regarding LNP.</u>	<u>Bright House Comment:</u> This clarification is needed in order to reflect the rights of VoIP end users to number portability under Applicable Law, and the treatment of such end users as customers for purposes of the agreement.	<u>Verizon Comment:</u> The interconnection contemplated under this agreement is for the transmission and routing of Telephone Exchange service. Bright House's proposal is therefore inappropriate.
Interconnection § 15.2.4	15.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.	15.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity <u>and shall remain in place for at least ten (10) days following the firm order commitment date associated with the port. Translations tear-downs shall not be implemented in Party A's network until after the port is completed.</u> When the	<u>Bright House Comment:</u> Based on field experience these requirements are needed in order to assure an efficient porting process.	<u>Verizon Comment:</u> These changes are inappropriate. Verizon currently retains the trigger for at least one day after the due date. This comports with industry standards. Retaining the trigger for ten days following the due date would be require a change from this process, and would be burdensome. Verizon currently removes translations no earlier than 11:59 pm the day after the due date. This complies with industry standards. In order for Verizon not to remove translations until after the port is complete, Verizon would have to monitor

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.		NPAC to determine when this occurred. This would require process changes and potentially re-programming and would be burdensome. Verizon has no obligation to modify its systems to suit Bright House.
Interconnection § 15.2.5	15.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), according to industry standards.	15.2.5 <u>When a Customer of Party A is porting 12 or more telephone numbers to Party B, then at Party B's request, and at no charge to either Party or either Party's Customer, the Parties shall coordinate the cutover.</u>	<u>Bright House Comment:</u> The JIP language has been moved to Section 5.4, regarding signaling. Verizon agrees with this change. Although cut-overs of 12 or more lines will be relatively rare, such situations could go in either direction and, since LNP costs are not to be assessed on competitors or end users, except in accordance with FCC rules, no charges should apply for coordinated LNP cutovers.	<u>Verizon Comment:</u> Bright House proposes to require Verizon to perform extraordinary "coordination" activities for certain kinds of ports, but to avoid paying for those activities. This is inappropriate. Bright House may be entitled to free ports; it is not entitled to free "coordination" or other ancillary services.
Interconnection § 15.2.7 RESOLVED	15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; NXX codes assigned for internal testing and official use, and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.	15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a code is not portable in accordance with Applicable Law. a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; NXX codes assigned for internal testing and official use, and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.	<u>Bright House Comment:</u> This proposal reflects the results of negotiations. We believe that Verizon agrees with it.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Interconnection, § 15.3</p>	<p>15.3. Procedures for Providing NP Through Full NXX Code Migration</p> <p>Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.</p>	<p>15.3. Procedures for Providing NP Through Full NXX Code Migration</p> <p>Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.</p>	<p><u>Bright House Comment:</u></p> <p>This change is required to reflect the fact that LNP will sometimes occur in connection with Customers obtaining interconnected VoIP service from a Party or its affiliates.</p>	<p><u>Verizon Comment:</u></p> <p>This agreement is for Telephone Exchange Service, not other services.</p>
<p>Interconnection, § 15.4</p> <p>RESOLVED</p>	<p>15.4 Procedures for LNP Request.</p> <p>The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations.</p>	<p>15.4 Procedures for LNP Request.</p> <p>The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations/<u>Rulings</u>.</p>	<p><u>Bright House Notes:</u></p> <p>This change reflects the change in the defined term. See discussion above in the Glossary section. We do not believe that this is controversial.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the proposed change.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Interconnection, §16 (Verizon)	<p>16. Good Faith Performance</p> <p>If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TE*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.</p>	<p>16. [Intentionally left blank]</p>	<p><u>Bright House Comment:</u></p> <p>The deleted language is entirely inappropriate. If there are any "Services offered under this Agreement" by Verizon that Verizon is not actually prepared to provide to Bright House, in Florida, as of the Effective Date, then Verizon needs to identify any such "services" <i>in advance of entering into the contract</i> so that Bright House can determine whether Verizon's inability to actually deliver its purported contractual offering is material to Bright House, and to negotiate appropriate substitute arrangements <i>in advance</i>.</p> <p>See discussion under General Terms § 18.</p>	<p><u>Verizon Comment:</u></p> <p>By necessity, the Agreement frequently contains broad statements to the effect that Verizon will provide such services are available under applicable law. To the extent that some service may technically be available under applicable law, but has not actually been offered in the particular form or variety that a given CLEC requires, it is entirely appropriate that the Parties should negotiate the terms that would surround provision of that service</p>
Interconnection § 16 (Bright House)		<p><u>16. Facilitation of Direct Connections with Affiliates</u></p> <p><u>Notwithstanding anything to the contrary in this Agreement, Verizon shall use commercially reasonable efforts, for a period not less than three (3) months (if agreement is not reached by that time), including access to Verizon premises and/or facilities on commercially reasonable terms, to facilitate Bright House's efforts to establish suitably sized direct physical connections to any carrier affiliated with Verizon, including without limitation, Verizon Wireless. If and to the extent that Verizon does not meet the requirement of the preceding sentence, then Verizon shall provide transit service for traffic between Bright House's network and the affected affiliated Carrier(s) at no charge or cost to Bright House for the term of this Agreement.</u></p>	<p><u>Bright House Comment:</u></p> <p>Verizon should not be able to charge transit for traffic to an affiliate unless it makes commercially reasonable efforts to ensure that such transit is not needed.</p>	<p><u>Verizon Comment:</u></p> <p>By necessity, the Agreement frequently contains broad statements to the effect that Verizon will provide such services are available under applicable law. To the extent that some service may technically be available under applicable law, but has not actually been offered in the particular form or variety that a given CLEC requires, it is entirely appropriate that the Parties should negotiate the terms that would surround provision of that service</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
PROCEDURES FOR TRANSFERRING CUSTOMERS/END USERS BETWEEN VERIZON AND BRIGHT HOUSE				
Transfer Procedures §1 (new)	[no Verizon language]	<p>1. Scope</p> <p>1.1 <u>This Attachment deals with situations in which Bright House wins a Customer/End User from Verizon and will serve that Customer/End User on a full facilities basis, or in which Verizon wins a Customer/End User from Bright House and will serve that Customer/End User on a full facilities basis.</u></p> <p>1.2 <u>For purposes of this Attachment, Bright House will be treated as serving a Customer/End User on a full facilities basis if either (a) Bright House uses or will use no UNEs in serving the Customer/End User or (b) the only UNEs Bright house uses or will use to serve such Customer/End User are either (i) a Verizon NID as provided for in Section 9 of the UNE Attachment and/or (ii) Verizon's on-premises subloops for Multi-Tenant environments, as provided for in Section 7 of the UNE Attachment.</u></p>	<p>Bright House Comment:</p> <p>Experience has shown that the parties' agreement should expressly define what happens when a Customer/End User transfers from one Part to the other. This new Attachment lays out reasonable procedures for such transfers.</p>	<p>Verizon Comment:</p> <p>These provisions are redundant and unnecessary, and in some cases mis-state the applicable duties. Section 15 of the Interconnection Attachment provides detailed procedures for the transfer of customers in the context of local number portability. These proposed additional guidelines do little to add to the existing terms, and in some cases deviate from what is required.</p> <p>Section 1.2 is inappropriate for the additional reason that Bright House cannot be treated as the party providing service to end-users, unless it is actually doing so.</p>
Transfer Procedures, § 2	[no Verizon language]	<p>2. Procedures</p> <p>2.1 <u>When a Party wins a Customer/End User from the other Party, that Party shall be referred to here as the "New Provider." The Party losing the Customer/End User shall be referred to here as the "Old Provider."</u></p> <p>2.2 <u>The New Provider shall send</u></p>	<p>Bright House Comment:</p> <p>Experience has shown that the parties' agreement should expressly define what happens when a Customer/End User transfers from one Part to the other. This new Attachment lays out reasonable procedures for such transfers.</p> <p>This section deals with LSRs, retention marketing, and the need to properly handle disconnection of the old provider's facilities in order for the new provider to serve the Customer/End User.</p>	<p>Verizon Comment:</p> <p>These provisions are redundant and unnecessary, and in some cases mis-state the applicable duties. Section 15 of the Interconnection Attachment provides detailed procedures for the transfer of customers in the context of local number portability. These proposed additional guidelines do little to add to the existing terms, and in some cases deviate</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p><u>an LSR to the Old Provider to accomplish the following tasks: (a) termination of the Customer's/End User's service with the Old Provider; (b) porting of the Customer/End User's number to the New Provider, in accordance with the requirements of Section 15 of the Interconnection Attachment, if the Customer/End User desires to retain their number; (c) any requisite modifications (including, at the New Provider's option, deletion) of the Customer/End User's directory-related records, as provided for in Section 4 of the Additional Services Attachment; and (d) in the case of Bright House as New Provider, any Verizon UNEs required under Sections 7 and/or 9 of the UNE Attachment.</u></p> <p><u>2.3 From the time that the Old Provider receives the LSR until the Customer/End User has transferred service to the New Provider, the Old Provider shall strictly adhere to the requirements of Applicable Law banning retention marketing, as provided for in 47 U.S.C. § 222 and associated rules and rulings of the FCC and the courts. This requirement shall be in addition to, and not a substitute for or in derogation of, the providing Party's obligations under Section 10.7 of the General Terms and Conditions and Sections 8.7 and 8.9.1 of the Additional Services Attachment.</u></p> <p><u>2.4 The Parties expressly acknowledge that in order to transfer a Customer/End User from one Party to</u></p>		<p>from what is required.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p><u>the other on a full facilities basis, it may, depending on the specific service configurations and bundles of services being provided by the New Provider and the Old Provider and their respective affiliates, be necessary for the New Provider to ensure that the Customer's/End User's premises wiring used by the Old Provider to be disconnected from the Old Provider's network. With respect to any such disconnection:</u></p> <p><u>2.4.1 The New Provider shall ensure that any of its personnel performing such disconnections are fully and adequately trained to be able to do so without creating any potentially unsafe or hazardous conditions, including without limitation creating a situation in which the Old Provider's facilities previously used to serve the Customer/End User are not adequately grounded. Each Party shall specifically ensure that any of its personnel performing such disconnections are fully and adequately trained, and directed, to ensure that no such situations of ungrounded facilities will exist.</u></p> <p><u>2.4.2 The New Provider shall ensure that any of its personnel performing such disconnections are fully and adequately trained to do so in a manner that does not effect a disconnection of, impairment of, or disruption to, any services provided by the Old Provider and/or its affiliates using the same physical wiring.</u></p>		

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p><u>cabling, fiber optic cable, or other similar facilities but that are not intended by the Customer/End User to be disconnected from the Old Provider.</u></p> <p><u>2.4.3 The New Provider shall ensure that any of its personnel performing such disconnections are fully and adequately trained to do so in a manner that does not harm or damage any of the facilities of the Old Provider and/or its affiliates, beyond the minimum alterations of such facilities as are reasonably necessary to permit the New Provider and/or its affiliates to properly provide to the Customer/End User the services that the Customer/End User has chosen to receive from the New Provider.</u></p>		
Transfer Procedures, § 3	[no Verizon language]	<p><u>3. Compensation For Correcting Unsafe Conditions or Harm to Facilities</u></p> <p><u>3.1 Each Party shall instruct its personnel involved in transferring Customers/End Users from one Party to the Other to report any instances in which such personnel have failed to meet the requirements of Section 2.3 hereof.</u></p> <p><u>3.2 No less frequently than weekly, each Party shall report to the other Party any such instances, including the specific address of the Customer/End User where such instance occurred. The address shall be sufficiently specific so that the Old Provider can, with reasonable effort,</u></p>	<p><u>Bright House Comment:</u></p> <p>Experience has shown that the parties' agreement should expressly define what happens when a Customer/End User transfers from one Part to the other. This new Attachment lays out reasonable procedures for such transfers.</p> <p>This section deals with correcting any problems dealing with the physical disconnection of the old provider's facilities, and assigning cost responsibility for such problems to the new provider who caused them.</p>	<p><u>Verizon Comment:</u></p> <p>These provisions are redundant and unnecessary, and in some cases mis-state the applicable duties. Section 15 of the Interconnection Attachment provides detailed procedures for the transfer of customers in the context of local number portability. These proposed additional guidelines do little to add to the existing terms, and in some cases deviate from what is required.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p><u>visit the location at which the problem has arisen. In addition, I and to the extent that a Party becomes aware of situations in which the other Party has failed to meet the requirements of Section 2.3 hereof, that Party shall promptly inform the other Party of such instances.</u></p> <p><u>3.3 The Old Provider shall have administrative responsibility for correcting any situations arising from a violation by the New Provider of the requirements of Section 2.3 hereof. At the Old Provider's sole option, the Old Provider may: (a) require that the New Provider correct any such situations at the New Provider's sole cost and expense; (b) correct such situations using its own personnel, and bill the New Provider commercially reasonable time and materials charges for correcting such situations; or (c) use an third-party contractor to correct such situations, and bill the New Provider the full amount of such contractor's commercially reasonable charges.</u></p>		
Transfer Procedures, § 4	{no Verizon language}	<p><u>4. Good Faith Consultations And Negotiations</u></p> <p><u>At the reasonable request of either Party, the Parties shall meet to discuss any other issues arising from the need to reasonably, efficiently, and safely transfer a Customer/End User's service from one Party to the other on a full facilities basis, and shall negotiate in good faith regarding any</u></p>	<p>Bright House Comment:</p> <p>Experience has shown that the parties' agreement should expressly define what happens when a Customer/End User transfers from one Part to the other. This new Attachment lays out reasonable procedures for such transfers.</p> <p>This section allows for continued negotiation and dispute resolution of other transfer-related matters that might arise.</p>	<p>Verizon Comment:</p> <p>These provisions are redundant and unnecessary, and in some cases mis-state the applicable duties. Section 15 of the Interconnection Attachment provides detailed procedures for the transfer of customers in the context of local number portability. These proposed additional guidelines do little to add to the existing terms, and in some cases deviate from what is required.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		<p><u>such issues. If a Party requests such a negotiation and the other Party refuses to participate, or if such negotiations continue without resolution for a period of sixty (60) days, then either Party may treat the matter as a dispute under this Agreement, to be resolved in accordance with Section 14 of the General Terms and Conditions.</u></p>		
RESALE ATTACHMENT				
Resale § 1	<p>1. General</p> <p>Verizon shall provide to ***CLEC Acronym TE***, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Verizon's Telecommunications Services for resale by ***CLEC Acronym TE***; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services to ***CLEC Acronym TE*** only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to ***CLEC Acronym TE*** to the extent that provision of such Telecommunications Service is not required by Applicable Law.</p>	<p>1. General</p> <p>Verizon shall provide to [CLEC] Bright House in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Verizon's Telecommunications Services for resale by [CLEC] Bright House; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services to [CLEC] Bright House only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to [CLEC] Bright House to the extent that provision of such Telecommunications Service is not required by Applicable Law.</p>	<p><u>Bright House Comment:</u></p> <p>The deletion clarifies that Verizon's tariffs are not part of the agreement. Obviously tariff provisions are relevant to resale.</p>	<p><u>Verizon Comment:</u></p> <p>Bright House's position reflects its unjustified opposition to the application of Verizon's tariffs. The Commission should reject that position for the reasons set forth in Verizon's position on GTC Section 1.1, above.</p>
Resale § 2.2.4	<p>2.2. ***CLEC Acronym TE*** shall not resell:</p> <p>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</p>	<p>2.2 [CLEC] Bright House shall not resell:</p> <p>...</p> <p>2.2.4 <u>[Intentionally left blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>Verizon seems to be trying to note, in a convoluted way, that not all possible restrictions on resale are banned. That's true, but too vague for incorporation here. If there are some specific set of restrictions that Verizon believes are permitted that it wants us to acknowledge, we are willing to discuss identifying them.</p>	<p><u>Verizon Comment:</u></p> <p>This provision is an appropriate carve-out from the general grant of resale authority; it ensures that the general grant of authority should not be construed to eliminate otherwise-applicable restrictions on that authority.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Resale § 2.2.6	2.2.6 Verizon may perform audits to confirm ***CLEC Acronym TE***'s conformity to the provisions of this Section 2.2. Such audits may be performed twice per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.	2.2.6 Verizon may perform audits to confirm [CLEC]'s Bright House's conformity to the provisions of this Section 2.2. Such audits may be performed twice once per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.	<u>Bright House Comment:</u> Twice-a-year audits would be oppressive and unreasonable.	<u>Verizon Comment:</u> The Parties have agreed on the following language: 2.2.6 Verizon may perform audits to confirm [CLEC]'s Bright House's conformity to the provisions of this Section 2.2. Such audits may be performed twice once per calendar year <u>unless a material discrepancy was found in the previous audit</u> , and shall be performed in accordance with Section 7 of the General Terms and Conditions.
Resale § 4.1 RESOLVED	4.1 ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***, ***CLEC Acronym TE*** Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to ***CLEC Acronym TE*** pursuant to this Resale Attachment.	4.1 Bright House [CLEC] shall be responsible for and pay to Verizon all valid 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 [CLEC] Bright House , [CLEC] Bright House Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to [CLEC] Bright House pursuant to this Resale Attachment.	<u>Bright House Comment:</u> The change is to make clear that we do not waive any applicable rights to protest erroneous bills by purchasing something for resale. Bright House believes that Verizon agrees with this proposal, which reflects negotiated language.	<u>Verizon Comment:</u> Verizon accepts the proposed language.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Resale § 4.2	<p>4.2 Upon request by ***CLEC Acronym TE***, Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by ***CLEC Acronym TE*** 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. ***CLEC Acronym TE*** 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 ***CLEC Acronym TE***'s purchase of such blocking or screening services, ***CLEC Acronym TE***'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 ***CLEC Acronym TE*** intended to block. Notwithstanding the foregoing, ***CLEC Acronym TE*** 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.</p>	<p>4.2 Upon request by [CLEC] <u>Bright House</u>, Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by [CLEC] <u>Bright House</u> such Verizon retail Telecommunications Service call blocking and call screening services as Verizon provides to its own end user <u>End User</u> retail Customers, where and to the extent Verizon provides such Verizon retail Telecommunications Service call blocking services to Verizon's own end user <u>End User</u> retail Customers. [CLEC] <u>Bright House</u> 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 [CLEC's] <u>Bright House's</u> purchase of such blocking or screening services, [CLEC's] <u>Bright House's</u> end user <u>End User</u> Customers or other persons ordering, activating or using Telecommunications Services on the resold dial tone lines may complete or accept calls which [CLEC] <u>Bright House</u> intended to block. Notwithstanding the foregoing, [CLEC] <u>Bright House</u> 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.</p>	<p><u>Bright House Comment:</u> Conforming change to reflect that End User is now a defined term.</p>	<p><u>Verizon Comment:</u> Bright House's proposed change is unacceptable, because it reflects Bright House's improper attempt to include in the underlying definition of "End User" the customers of third parties that are not subject to this agreement.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Resale § 7	<p>7. Good Faith Performance</p> <p>If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TE*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.</p>	<p>7. <u>[Intentionally left blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>The deleted language is entirely inappropriate. If there are any "Services offered under this Agreement" by Verizon that Verizon is not actually prepared to provide to Bright House, in Florida, as of the Effective Date, then Verizon needs to identify any such "services" <i>in advance of entering into the contract</i> so that Bright House can determine whether Verizon's inability to actually deliver its purported contractual offering is material to Bright House, and to negotiate appropriate substitute arrangements <i>in advance</i>.</p> <p>See discussion under General Terms § 18.</p>	<p><u>Verizon Comment:</u></p> <p>By necessity, the Agreement contains several broad statements to the effect that Verizon will provide such services are available under applicable law. To the extent that some service may technically be available under applicable law, but has not actually been offered in the particular form or variety that a given CLEC requires, it is entirely appropriate that the Parties should negotiate the terms that would surround provision of that service</p>
NETWORK ELEMENTS ATTACHMENT				

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>UNEs § 1.1</p>	<p>1.1 Verizon shall provide to ***CLEC Acronym TE***, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of the Federal Unbundling Rules, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations), and UNEs commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide access to unbundled Network Elements (UNEs), Combinations, and Commingling to ***CLEC Acronym TE*** under the terms of this Agreement only to the extent required by the Federal Unbundling Rules and may decline to provide access to UNEs, Combinations, or Commingling to ***CLEC Acronym TE*** to the extent that provision of such UNEs, Combinations, or Commingling is not required by the Federal Unbundling Rules.</p>	<p>1.1 Verizon shall provide to {CLEC} Bright House, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of the Federal Unbundling Rules, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations), and UNEs commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide access to unbundled Network Elements (UNEs), Combinations, and Commingling to {CLEC} Bright House under the terms of this Agreement only to the extent required by the Federal Unbundling Rules and may decline to provide access to UNEs, Combinations, or Commingling to {CLEC} Bright House to the extent that provision of such UNEs, Combinations, or Commingling is not required by the Federal Unbundling Rules.</p>	<p><u>Bright House Comment:</u> Tariffs are not part of the agreement.</p>	<p><u>Verizon Comment:</u> There are potentially thousands of distinct services and combinations of services that will be provided in connection with the arrangements established according to this agreement. The terms and conditions of some of these services may be established by Verizon's effective tariffs. Where this is the case, the tariffs necessarily control: Bright House cannot escape the tariffs' valid terms, and Verizon cannot escape its obligations to provide those services in accordance with the filed tariffs.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
UNEs § 1.3	<p>1.3 ***CLEC Acronym TE*** may use a UNE or Combination only for those purposes for which Verizon is required by the Federal Unbundling Rules to provide such UNE or Combination to ***CLEC Acronym TE***. Without limiting the foregoing, ***CLEC Acronym TE*** may not access a UNE or Combination for the exclusive provision of Mobile Wireless Services or Interexchange Services. For purposes of this section, "Interexchange Services" shall have the meaning set forth in the Triennial Review Remand Order and subsequent applicable FCC orders.</p>	<p>1.3 [CLEC] Bright House may use a UNE or Combination <u>for any only for these purposes for which Verizon is required by the Federal Unbundling Rules to provide such UNE or Combination may be used consistent with Applicable Law.</u> to [CLEC] Without limiting the foregoing, [CLEC] Bright House may not access a UNE or Combination for the exclusive provision of Mobile Wireless Services or Interexchange Services. For purposes of this section, "Interexchange Services" shall have the meaning set forth in the Triennial Review Remand Order and subsequent applicable FCC orders.</p>	<p><u>Bright House Comment:</u></p> <p>We recognize that we cannot use UNEs for some purposes. But we <i>can</i> use them for anything that is permitted by Applicable Law. Note that under FCC Rule 51.100(b) once a UNE is obtained for a purpose permitted under 47 U.S.C. § 251(c)(3), it may then be used for other purposes.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon's language correctly states the law—the Federal Unbundling Rules—that govern what UNEs Verizon must make available and for what purposes. Verizon has, in addition, revised its proposed language as follows, to reflect the fact that the FCC has never found the provision of VoIP services to be impaired without access to UNEs (indeed, given the robust competition in that market, the FCC could not make such an impairment finding).</p> <p>1.3 Bright House may use a UNE or Combination only for those purposes for which Verizon is required by the Federal Unbundling Rules to provide such UNE or Combination to Bright House. Without limiting the foregoing, Bright House may not access a UNE or Combination for the exclusive provision of Mobile Wireless Services, Interexchange Services, or VoIP Services. For purposes of this section, "Interexchange Services" shall have the meaning set forth in the Triennial Review Remand Order and subsequent applicable FCC orders.</p>
UNEs § 1.4	<p>1.4 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under the Federal Unbundling Rules, or (ii) a Network Element Verizon is required by the Federal Unbundling Rules to provide to ***CLEC Acronym TE*** on an unbundled basis or in combination with other Network Elements.</p>	<p>1.4 <u>[Intentionally left blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>If Verizon wants to assert that anything that it is providing to Bright House as a UNE under this attachment isn't actually a UNE, it needs to do so <i>in advance</i> so that there can be no dispute later as to whether it must, or must not, provide the UNEs in question.</p>	<p><u>Verizon Comment:</u></p> <p>To allow for the fact that Bright House might in the future become eligible for certain UNEs, Verizon is willing to provide in this attachment for the terms and conditions on which it would provide UNEs, if Bright House was entitled to receive them. But that should not be construed as a concession that Bright House (which is handling only VoIP traffic) is entitled to UNEs at this point.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
UNEs §1.5	1.5 If as the result of ***CLEC Acronym TE*** Customer actions (e.g., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the ***CLEC Acronym TE*** Customer premises, ***CLEC Acronym TE*** will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Customer Not Ready Charge provided for in the Pricing Attachment (or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff or in the Pricing Attachment).	1.5 If as the result of [CLEC] Bright House Customer actions (e.g., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the [CLEC] Bright House Customer premises, [CLEC] Bright House will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Customer Not Ready Charge provided for in the Pricing Attachment (or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff or in the Pricing Attachment).	Bright House Comment: If Verizon wants to impose these charges on Bright House, they need to be included in the Pricing Attachment. Tariffs do not apply under the agreement.	Verizon Comment: There are potentially thousands of distinct services and combinations of services that will be provided in connection with the arrangements established according to this agreement. The terms and conditions of some of these services may be established by Verizon's effective tariffs. Where this is the case, the tariffs necessarily control: Bright House cannot escape the tariffs' valid terms, and Verizon cannot escape its obligations to provide those services in accordance with the filed tariffs
UNEs § 7.1	7.1 Upon request by ***CLEC Acronym TE***, Verizon shall provide to ***CLEC Acronym TE*** access to the Sub-Loop for Multiunit Premises Access in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.	7.1 Upon request by [CLEC] Bright House , Verizon shall provide to [CLEC] Bright House, or, at Bright House's direction and on its behalf, a Bright House affiliate providing facilities used to provide Bright House End Users with interconnected VoIP services (for purposes of this Section 7 of this Attachment, "Bright House") , access to the Sub-Loop for Multiunit Premises Access in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.	Bright House Comment: This language is necessary to avoid ambiguity and disputes that might otherwise arise by virtue of the means by which Bright House VoIP End Users obtain connectivity to the PSTN, indirectly via Bright House's cable affiliate. It does not expand Verizon's substantive obligations regarding the applicable UNE beyond what would apply to a "normal" CLEC.	Verizon Comment: Bright House is proposing that Verizon provide UNEs not only to Bright House, but that Verizon also provide UNEs to Bright House's unregulated cable affiliate. Leaving aside whether that unregulated cable television affiliate could ever obtain access to UNEs (it could not), it certainly cannot obtain access to UNEs through this agreement, to which it is not even a party. Bright House has interposed itself between Verizon and Bright House's cable affiliate to shield that affiliate from regulation. Having structured itself that way, Bright House cannot now claim that Verizon has any duties to that unregulated affiliate under the interconnection agreement (or to any other third party).
UNEs §7.1.1	7.1.1 <u>House and Riser</u> . Subject to the conditions set forth in Section 1 of this Attachment and upon request by ***CLEC Acronym TE***, Verizon shall provide to ***CLEC Acronym TE*** access to a House and Riser	7.1.1 <u>House and Riser</u> . Subject to the conditions set forth in Section 1 of this Attachment and upon request by [CLEC] Bright House , Verizon shall provide to	Bright House Comment: The first change is needed to deal with situations in which Verizon may have effective control of relevant facilities (as, for	Verizon Comment: Verizon is required to provide certain elements of its own network on an unbundled basis. Where

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
	<p>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. ***CLEC Acronym TE*** may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. It is not technically feasible to access inside wire sub-loop if a technician must access the facility by removing a splice case to reach the wiring within the cable.</p>	<p>[CLEC] Bright House 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 where such facility is available and where Verizon (a) owns, operates, maintains and controls such facility or (b) otherwise has the legal right to provide access to control such facility. and only where such facility is available. [CLEC] Bright House may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. It is not technically feasible to access inside wire sub-loop if a technician must access the facility by removing a splice case to reach the wiring within the cable.</p>	<p>example, under a maintenance contract without ownership).</p> <p>The second change is intended to leave open the prospect that rearrangements within a splice case (which are not technically difficult) could be "technically feasible." Verizon would retain the right to object to any particular proposed implementation on any particular premises if in fact there were substantial feasibility concerns.</p> <p>Bright House disagrees. The FCC's October 2000 <i>Competitive Networks</i> order imposes broader obligations than Verizon asserts. And, while federal rules (47 C.F.R. § 51.319(b)(1)(i)) deal with this in a more positive light, stating "A point of technically feasible access is any point in the incumbent LEC's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface."</p>	<p>Verizon (by contract or otherwise) is permitted to use a third party's facilities or property, those third-party facilities or property cannot be claimed by a different CLEC under the federal unbundling rules.</p> <p>The FCC's rules (cited by Bright House) make plain that it is not technically feasible to access the network where the technician must remove a splice case.</p>
<p>UNEs § 7.1.1.1.3 RESOLVED</p>	<p>7.1.1.1.3 ***CLEC Acronym TE***'s facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that ***CLEC Acronym TE***'s facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.</p>	<p>7.1.1.1.3 [CLEC's] Bright House's facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that [CLEC]'s facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment. <u>Any dispute regarding the application of this provision, including regarding Verizon's plans, shall be subject to the dispute resolution procedures of Section 14 of the General Terms and Conditions.</u></p>	<p><u>Bright House Comment:</u></p> <p>The addition of the last sentence reflects, we believe, the results of our negotiation with Verizon, although it has not reviewed this specific language.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the proposed language.</p>
<p>UNEs § 9.8.1</p>	<p>9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, ***CLEC</p>	<p>9.8.1 Where an adequate length of Inside Wiring is present and environmental</p>	<p><u>Bright House Comment:</u></p>	<p><u>Verizon Comment:</u></p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
	<p>Acronym TE*** may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to ***CLEC Acronym TE***'s NID.</p>	<p>conditions permit, [CLEC] Bright House or, at Bright House's direction and on its behalf, a Bright House affiliate providing facilities used to provide Bright House End Users with interconnected VoIP services (for purposes of this Section 9 of this Attachment, "Bright House" may, without contacting Verizon and without charge, remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to [CLEC]'s Bright House's NID.</p>	<p>This first proposed change ensures that Bright House's cable affiliate may access Verizon NIDs as needed. The second is intended as clarification only. In instances where Bright House uses pre-existing inside wire it will obviously be necessary to disconnect that inside wire from Verizon's NID. Whether Bright House will have a separate telephony NID to which to connect it will vary from case to case. But in any event, simply disconnecting inside wire from the customer side of a Verizon NID is not properly a chargeable event. Bright House's proposed language clarifies that point.</p>	<p>Bright House inappropriately seeks to impose obligations under this interconnection agreement that run directly to its cable affiliate. Having structured itself to shield its VoIP operations from regulation, Bright House cannot now claim that Verizon has any obligations to its unregulated cable affiliate under this agreement</p>
<p>UNEs § 9.8.2</p>	<p>9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, ***CLEC Acronym TE*** 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.</p>	<p>9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, [CLEC] Bright House may, without contacting Verizon and without charge, 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.</p>	<p><u>Bright House Comment:</u> See comment immediately above. This simply clarifies that accessing the customer side of a Verizon NID and disconnecting premises wire from that NID is not a chargeable event.</p>	<p><u>Verizon Comment:</u> See comment immediately above.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
UNEs § 14.1	14.1 Any request by ***CLEC Acronym TE*** for access to a Verizon Network Element that is not already available and that Verizon is required by the Federal Unbundling Rules to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.2, of this Attachment. ***CLEC Acronym TE*** shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.	14.1 Any request by {CLEC} Bright House for access to a Verizon Network Element that is not already available and that Verizon is required by the Federal Unbundling Rules to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3 of this Attachment. {CLEC} shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.	<u>Bright House Comment:</u> The obligation to provide access to UNEs rests entirely on ILECs and cannot be imposed on CLECs. See 47 C.F.R. § 51.223(a). The deleted language erroneously suggests that Bright House might have such obligations.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.
UNEs § 14.2	14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by the Federal Unbundling Rules.	14.2 Notwithstanding anything to the contrary in this Section 14, Verizon a Party shall not be required to provide a proprietary Network Element to Bright House the other Party under this Section 14 except as required by the Federal Unbundling Rules.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.
UNEs § 14.3.1	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.	14.3.1 Verizon 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 Bright House 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.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.
UNEs § 14.3.3	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.	14.3.3 Bright House The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay Verizon's the other Party's reasonable and demonstrable costs of processing and/or implementing the	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		Network Element Bona Fide Request up to the date of cancellation.		
UNEs § 14.3.4	14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.	14.3.4 Within ten (10) Business Days of its receipt, Verizon the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.
UNEs § 14.3.5	14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by the Federal Unbundling Rules.	14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, Verizon the receiving Party shall provide to Bright House the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that Verizon the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by the Federal Unbundling Rules.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
UNES § 14.3.6	14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.	14.3.6 If Verizon the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from Bright House the requesting Party. When it receives such authorization, Verizon 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.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.
UNEs § 14.3.7	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.	14.3.7 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, Verizon the receiving Party shall provide to Bright House 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.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.
UNEs § 14.3.8	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.	14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, Bright House 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.	<u>Bright House Comment:</u> See above. This language is phrased as though either party could have an obligation to provide access to UNEs. Only Verizon does.	<u>Verizon Comment:</u> Verizon accepts the Bright House proposal.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>UNEs § 19</p>	<p>19. Good Faith Performance</p> <p>If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TE*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.</p>	<p>19. <u>[Intentionally left blank]</u></p>	<p>The deleted language is entirely inappropriate. If there are any "Services offered under this Agreement" by Verizon that Verizon is not actually prepared to provide to Bright House, in Florida, as of the Effective Date, then Verizon needs to identify any such "services" <i>in advance of entering into the contract</i> so that Bright House can determine whether Verizon's inability to actually deliver its purported contractual offering is material to Bright House, and to negotiate appropriate substitute arrangements <i>in advance</i>.</p>	<p><u>Verizon Comment:</u></p> <p>By necessity, the Agreement frequently contains broad statements to the effect that Verizon will provide such services are available under applicable law. To the extent that some service may technically be available under applicable law, but has not actually been offered in the particular form or variety that a given CLEC requires, it is entirely appropriate that the Parties should negotiate the terms that would surround provision of that service</p>
COLLOCATION ATTACHMENT				
<p>Collocation, all</p>	<p>[no specific language]</p>	<p>[no specific language]</p>	<p><u>Bright House Comment:</u></p> <p>Bright House is currently collocated in certain Verizon Central Offices. The current (AT&T-GTE) agreement deals with collocation in 8 single-spaced pages. Verizon's current template tries to handle it in one paragraph. On the other hand, the FCC has issued numerous rulings and specific rules regarding collocation which did not exist when the AT&T-GTE agreement was adopted. Bright House believes that it would be much more appropriate for a more detailed collocation section actually laying out the relevant terms and conditions.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon's proposed terms adequately deal with collocation, and Bright House has proposed no alternative.</p>
911 ATTACHMENT				
<p>911 Attachment § 1.2.3</p> <p>RESOLVED</p>	<p>1.2.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of the Controlling 911 Authority, Verizon shall provide to ***CLEC Acronym TE*** a complete copy of such MSAG annually upon written request for each county within the LATA(s) in the State of [State], where ***CLEC Acronym TE*** is providing Telephone Exchange Service, provided that Verizon is permitted to do so by Controlling 911 Authority</p>	<p>1.2.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of the Controlling 911 Authority, Verizon shall provide to [CLEC] Bright House a complete <u>fully machine-readable</u> copy of such MSAG <u>annually at no charge</u> upon written request for each county within the LATA(s) in the State of [State] Florida, where [CLEC] Bright House is providing Telephone Exchange Service, provided that Verizon is permitted to do</p>	<p><u>Bright House Comment:</u></p> <p>Bright House must audit the accuracy of its 911 records and cannot reasonably be limited to annual efforts to do so. There is <i>no basis for Verizon to impose any charge</i> on Bright House for access to this material. Verizon has indicated that Bright House already has access to the MSAG at no charge.</p>	<p><u>Verizon Comment:</u></p> <p>The Parties have agreed on the following language: 1.2.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of the Controlling 911 Authority, Verizon shall make available to Bright House secured access via the Verizon 911 Information Manager electronic interface that will allow Bright House to download an electronically readable copy of such MSAG at</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
		so by Controlling 911 Authority		no charge for each county within the LATA(s) in the State of Florida, where Bright House is providing Telephone Exchange Service or as otherwise required by Applicable Law, provided that Verizon is permitted to do so by Controlling 911 Authority.
911 Attachment, §2.2.1	2.2.1 store ***CLEC Acronym TE*** end user data provided by ***CLEC Acronym TE*** in the ALI Database;	2.2.1 store [CLEC] Bright House End User end-user data provided by ***CLEC Acronym TE*** in the ALI Database;	Bright House Comment: "End User" is now a defined term. This is a conforming change to reflect that.	Verizon Comment: Bright House's definition of "End User" must be rejected, as it includes the customers of Bright House's unregulated cable affiliate.
911 Attachment, § 2.2.2	2.2.2 provide ***CLEC Acronym TE*** access to the ALI Database for the initial loading and updating of ***CLEC Acronym TE*** end user records in accordance with information contained in the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website); and	2.2.2 provide [CLEC] Bright House access to the ALI Database for the initial loading and updating of [CLEC] Bright House End User end-user records in accordance with information contained in the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website); and	Bright House Comment: "End User" is now a defined term. This is a conforming change to reflect that.	Verizon Comment: Bright House's definition of "End User" must be rejected, as it improperly includes the customers of Bright House's unregulated cable affiliate.
911 Attachment, § 2.3.1	2.3.1 provide MSAG valid E-911 data for each of its end users for the initial loading of, and any and all updates to the ALI database;	2.3.1 provide MSAG valid E-911 data for each of its End Users end-users for the initial loading of, and any and all updates to the ALI database;	Bright House Comment: "End User" is now a defined term. This is a conforming change to reflect that.	Verizon Comment: Bright House's definition of "End User" must be rejected, as it improperly includes the customers of Bright House's unregulated cable affiliate.
911 Attachment, § 2.3.2	2.3.2 utilize the appropriate Verizon electronic interface to update E-911 data in the ALI Database related its end users (and all such database information in the ALI Database shall conform to Verizon standards, which are provided at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website));	2.3.2 utilize the appropriate Verizon electronic interface to update E-911 data in the ALI Database related its End Users end-users (and all such database information in the ALI Database shall conform to Verizon standards, which are provided at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website));	Bright House Comment: "End User" is now a defined term. This is a conforming change to reflect that.	Verizon Comment: Bright House's definition of "End User" must be rejected, as it improperly includes the customers of Bright House's unregulated cable affiliate.
911 Attachment, § 2.3.3	2.3.3 use its company ID on all end user records in accordance with NENA standards;	2.3.3 use its company ID on all End User end-user records in accordance with NENA standards;	Bright House Comment: "End User" is now a defined term. This is a conforming change	Verizon Comment: Bright House's definition of "End User" must be

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
			to reflect that.	rejected, as it improperly includes the customers of Bright House's unregulated cable affiliate.
911 Attachment, § 2.3.5	2.3.5 enter E-911 data into the ALI Database in accordance with NENA standards for LNP. This includes, but is not limited to, using ***CLEC Acronym TE***'s NENA ID to lock and unlock records and the posting of the ***CLEC Acronym TE*** NENA ID to the ALI Database record where such locking and unlocking feature for E-911 records is available, or as defined by local standards. ***CLEC Acronym TE*** is required to promptly unlock and migrate its E-911 records in accordance with NENA standards. In the event that ***CLEC Acronym TE*** discontinues providing Telephone Exchange Service to any of its end users, it shall ensure that its E-911 records for such end users are unlocked in accordance with NENA standards.	2.3.5 enter E-911 data into the ALI Database in accordance with NENA standards for LNP. This includes, but is not limited to, using [CLEC's] Bright House's NENA ID to lock and unlock records and the posting of the [CLEC] Bright House NENA ID to the ALI Database record where such locking and unlocking feature for E-911 records is available, or as defined by local standards. [CLEC] Bright House is required to promptly unlock and migrate its E-911 records in accordance with NENA standards. In the event that [CLEC] Bright House discontinues providing Telephone Exchange Service to any of its End Users , end-users it shall ensure that its E-911 records for such End Users end-users are unlocked in accordance with NENA standards. The Parties shall fully comply with all NANC guidelines regarding the processes for locking and unlocking E-911 records and the intervals applicable to such processes.	Bright House Comment: "End User" is now a defined term. This is a conforming change to reflect that. As a practical matter it is important that the parties comply with NANC processes and intervals regarding locking and unlocking to ensure that records are updated in a timely manner.	Verizon Comment: Bright House's definition of "End User" must be rejected, as it improperly includes the customers of Bright House's unregulated cable affiliate. The proposed addition of NANC standards, in addition to the NENA standards, is inappropriate, as the use of multiple standards could potentially lead to conflicts among them.
911 Attachment, § 2.4	2.4 In the event ***CLEC Acronym TE*** uses an Agent to input its end user's E-911 data to the ALI Database through the appropriate Verizon electronic interface, ***CLEC Acronym TE*** shall provide a Letter of Authorization, in a form acceptable to Verizon, identifying and authorizing its Agent.	2.4 In the event [CLEC] Bright House uses an Agent to input its End Users' end-user's E-911 data to the ALI Database through the appropriate Verizon electronic interface, [CLEC] Bright House shall provide a Letter of Authorization, in a form acceptable to Verizon, identifying and authorizing its Agent.	Bright House Comment: "End User" is now a defined term. This is a conforming change to reflect that.	Verizon Comment: Bright House's definition of "End User" must be rejected, as it improperly includes the customers of Bright House's unregulated cable affiliate.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
911 Attachment, § 3.1	3.1 ***CLEC Acronym TE*** may, in accordance with Applicable Law, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). Verizon shall designate interface point(s), e.g., digital cross connect systems (DCS), where ***CLEC Acronym TE*** may interconnect with Verizon for the transmission and routing of 911/E-911 Calls to all subtending PSAPs that serve the areas in which ***CLEC Acronym TE*** provides Telephone Exchange Services.	3.1 CLEC] Bright House may, in accordance with Applicable Law, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). Verizon shall designate interface point(s), e.g., digital cross connect systems (DCS), where CLEC] Bright House may interconnect with Verizon for the transmission and routing of 911/E-911 Calls to all subtending PSAPs that serve the areas in which CLEC] Bright House provides Telephone Exchange Services <u>and/or Bright House End Users obtain interconnected VoIP service.</u>	Bright House Comment: Interconnection for 911 functionality needs to be keyed to the locations at which Bright House's interconnected VoIP End Users are located.	Verizon Comment: The Bright House proposal impermissibly seeks to expand the scope of this agreement to cover services that are outside its scope, and customers (and potentially customer locations) that are not in privity with either Party.
911 Attachment, § 5	5. Good Faith Performance If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TE*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.	5. <u>[Intentionally left blank]</u>	Bright House Comment: The deleted language is entirely inappropriate. If there are any "Services offered under this Agreement" by Verizon that Verizon is not actually prepared to provide to Bright House, in Florida, as of the Effective Date, then Verizon needs to identify any such "services" <i>in advance of entering into the contract</i> so that Bright House can determine whether Verizon's inability to actually deliver its purported contractual offering is material to Bright House, and to negotiate appropriate substitute arrangements <i>in advance</i> . See discussion under General Terms § 18.	Verizon Comment: By necessity, the Agreement frequently contains broad statements to the effect that Verizon will provide such services are available under applicable law. To the extent that some service may technically be available under applicable law, but has not actually been offered in the particular form or variety that a given CLEC requires, it is entirely appropriate that the Parties should negotiate the terms that would surround provision of that service
PRICING ATTACHMENT				
Pricing § 1.2	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.	1.2 <u>[Intentionally left blank]</u>	Bright House Comment: This provision is part of a series of provisions at the beginning of the Pricing Attachment attempting to establish Verizon's tariffs as the standard for pricing under the agreement. Tariffs are legally entirely separate from the agreement and in general play no role in services provided under it. It is therefore necessary	Verizon Comment: These provisions appropriately document the pricing that applies to services rendered in connection with the agreement. First, in accordance with the filed rate doctrine, if the service is a tariffed service, the tariffed rate must

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
			and appropriate to delete this provision, in the context of the other changes being made to the Pricing Attachment.	apply. If there is no tariffed rate, then the rates in the pricing appendix apply. But if the rates in the pricing appendix are superseded by law, then the new lawful rate applies. In the absence of such express charges, one first looks to the agreement itself, and if that document does not specify a charge either, then the parties apply whatever charge has been approved by the FCC or the Commission. By establishing this clearly delineated "waterfall" sequence for which charge applies, these provisions eliminate ambiguity and uncertainty.
Pricing § 1.3	1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.	1.3 <u>[Intentionally left blank]</u>	<p><u>Bright House Comment:</u></p> <p>This provision creates ambiguity, confusion, and undermines the validity of the entire contract by confusing services provided under the contract with services provided under a tariff, and also by failing to specify the price (consideration) associated with such services in any definite way. The fact that parties can modify their tariffs without notice to or input from the other party further undermines the validity of this approach. Tariffs are legally separate from the agreement and need to be kept so.</p> <p>If there are specific services to be provided under the agreement where Verizon would like to use an existing tariffed rate as the price, or, on a specific service basis, to incorporate by reference a tariffed rate, Bright House will consider such individual suggestions. But this general rule is unacceptable and legally suspect.</p>	<p><u>Verizon Comment:</u></p> <p>See comment to Section 1.2.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Pricing § 1.4	<p>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. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify ***CLEC Acronym TE*** in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill ***CLEC Acronym TE***, and ***CLEC Acronym TE*** shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to ***CLEC Acronym TE*** pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to ***CLEC Acronym TE*** and thereafter.</p>	<p>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. <u>Except to the extent expressly and specifically provided in this Pricing Attachment, any rate element, service, or activity for which no price is specified herein, but which is required to be provided under the terms of this Agreement, shall be provided at no charge, it being agreed that the Parties numerous mutual obligations under this Agreement constitute full and complete compensation for such rate element(s), service(s) or activity(ies).</u> For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify [CLEC] in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill [CLEC] and [CLEC] shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to [CLEC] pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to [CLEC] and thereafter.</p>	<p><u>Bright House Comment:</u></p> <p>These changes are basic contractual "hygiene." Under this contract each party will be providing a variety of functions for the benefit of the other. Many will be chargeable, many will not. It is an invitation to endless disputes and confusion to fail to specify which items are chargeable and, for chargeable items, what the charge is. Bright House's proposed changes make clear that all charges are contained in the Pricing Attachment, and that things for which there is no specific charge stated are to be provided at no charge.</p>	<p><u>Verizon Comment:</u></p> <p>See comment to Section 1.2</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Pricing, § 1.5	<p>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.</p>	<p>1.5 <u>Except to the extent that Appendix A of this Pricing Attachment expressly and specifically states that a particular charge shall be as specified in a Party's tariff, no charge in Appendix A of this Pricing Attachment or any other provision of this Agreement shall be affected by any Tariff.</u></p> <p>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.</p>	<p><u>Bright House Comment:</u></p> <p>Verizon's proposed language is exactly wrong. Interconnection agreements are binding contracts. One of the most basic elements of a contract is the price for the service to be purchased. The general rule must be that the prices for services provided under the contract are as stated in the contract. If there are particular items that Verizon wants to tie to possibly changing tariffed rates, Bright House will discuss those individually.</p>	<p><u>Verizon Comment:</u></p> <p>See comment to Section 1.2</p>
Pricing, § 1.6	<p>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.</p>	<p>1.6 <u>[Intentionally left blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>This material is now covered in the sections above. Bright House notes that it is inappropriate that prices specified in the contract would be the "last resort" of prices to apply to services provided under the contract.</p>	<p><u>Verizon Comment:</u></p> <p>See comment to Section 1.2</p>
Pricing, § 1.7	<p>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.</p>	<p>1.7 <u>[Intentionally left blank]</u></p>	<p><u>Bright House Comment:</u></p> <p>This language would create ambiguity regarding when services and functions provided under the agreement are chargeable and when they are not. A minimum requirement of good faith negotiations is that Verizon should be able to specify the items/functions for which it wants to charge.</p>	<p><u>Verizon Comment:</u></p> <p>See comment to Section 1.2</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Pricing, § 2.1.5.2	[wholesale discounts shall not apply to...] 2.1.5.2: Except as otherwise provided by Applicable Law, Exchange Access services	[wholesale discounts shall not apply to...] 2.1.5.2: Except as otherwise provided by Applicable Law, Exchange Access services, <u>it being understood and agreed to by the Parties that the provision of point-to-point "Special Access" services to End Users for purposes of data transmission do not constitute "Exchange Access" services for this purpose;</u>	<u>Bright House Comment:</u> While FCC rules (47 C.F.R. § 51.605(b)) do indeed exclude "exchange access" services from the discounted resale obligation, that term is defined very specifically, with reference to 47 U.S.C. § 153(16), in a manner that does not include point-to-point special access data circuits.	<u>Verizon Comment:</u> Access services are not eligible for the wholesale discount.
EXHIBIT A TO § 3.1 (FIBER MEET TERM SHEET)				
Fiber Meet, § 2.1	2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Verizon Tandem or End Office.	2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Verizon Tandem or End Office.	<u>Bright House Comment:</u> See discussion under Interconnection Attachment, § 3.1.2. There is no regulatory or economic need to impose any generic limitation on how far a fiber meet might be from a Verizon central office. What matters in this regard is how much new fiber Verizon can reasonably be expected to deploy to establish a fiber meet.	<u>Verizon Comment:</u> The requirement that a fiber meet be no further than three miles from the applicable Verizon office is an appropriate means of ensuring that facilities are used efficiently.

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
<p>Fiber Meet, § 2.2</p> <p>RESOLVED</p>	<p>2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for ***CLEC Acronym TE*** to connect [] strands of its fiber cable [] connectors. Verizon's FNID will be locked, but Verizon and ***CLEC Acronym TE*** will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.</p>	<p>2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of <u>deploying its fiber to the FNID, as well as the cost of</u> installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for {CLEC} <u>Bright House</u> to connect [] strands of its fiber cable [] connectors. Verizon's FNID will be locked, but Verizon and {CLEC} <u>Bright House</u> will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.</p>	<p><u>Bright House Comment:</u></p> <p>We believe that this is simply a clarification. Based on negotiations (which modified the language somewhat), we believe that Verizon agrees with this proposal.</p>	<p><u>Verizon Comment:</u></p> <p>Verizon accepts the proposed language.</p>

DECISION POINT LIST – VERIZON-BRIGHT HOUSE 2009 ICA NEGOTIATIONS – FLORIDA

Section	Verizon Proposal	Bright House Response	Bright House Notes/Explanations/Comments	Verizon's Position
Fiber Meet, § 2.3 RESOLVED	2.3 ***CLEC Acronym TE*** will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by ***CLEC Acronym TE*** will be a [MANUFACTURER, MODEL]. ***CLEC Acronym TE*** will bear the cost of installing and maintaining its FNID. The fiber patch panel within ***CLEC Acronym TE***'s FNID will serve as FMP No. 2. ***CLEC Acronym TE*** will provide a fiber stub at the fiber patch panel in ***CLEC Acronym TE***'s FNID for Verizon to connect [] strands of its fiber cable. ***CLEC Acronym TE***'s FNID will be locked, but ***CLEC Acronym TE*** and Verizon will have 24 hour access to their respective side of the fiber patch panel located in ***CLEC Acronym TE***'s FNID.	2.3 [CLEC] Bright House will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by [CLEC] Bright House will be a [MANUFACTURER, MODEL]. [CLEC] Bright House will bear the cost of <u>deploying its fiber to the FNID, as well as the cost of</u> installing and maintaining its FNID. The fiber patch panel within [CLEC's] Bright House's FNID will serve as FMP No. 2. [CLEC] Bright House will provide a fiber stub at the fiber patch panel in [CLEC's] Bright House's FNID for Verizon to connect [] strands of its fiber cable. [CLEC's] Bright House's FNID will be locked, but [CLEC] Bright House and Verizon will have 24 hour access to their respective side of the fiber patch panel located in [CLEC] Bright House FNID.	<u>Bright House Comment:</u> See above. This language too was modified based on negotiation.	<u>Verizon Comment:</u> Verizon accepts the proposed language.
Fiber Meet, § 8.3 RESOLVED	8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.	8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses <u>arising from the move or change</u> . Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.	<u>Bright House Comment:</u> This simply clarifies that it is only the costs relating to the party-initiated move/change that the party is responsible for. Based on negotiations, we believe that Verizon has accepted this proposal.	<u>Verizon Comment:</u> Verizon accepts the proposed language.
END OF BRIGHT HOUSE DPL				