

FILE

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
 (Effective: 01/18/2008)

In the Matter of the Application of Verizon North Inc. f/k/a )  
 GTE North Incorporated for the Review of an Agreement )  
 Pursuant to Section 252 of the Telecommunications Act of )  
 1996 )

TRF Docket No. - -TP-

Case No. 09- **485TP - 1146**

NOTE: Unless you have reserved a Case # or are filing a Complaint, leave the "Case No" fields BLANK.

Name of Registrant(s) Verizon North Inc.  
 DBA(s) of Registrant(s) Verizon North Inc.  
 Address of Registrant(s) 1300 Columbus-Sandusky Rd. N. Marion, OH 43302

Company Web Address www.verizon.com  
 Regulatory Contact Person(s) Cassandra Cole  
 Regulatory Contact Person's Email Address Cassandra.cole@verizon.com

Phone 740-383-0490 Fax-740-383-0491

Contact Person for Annual Report Cassandra Cole

Phone 740-383-0490

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Cassandra Cole

Phone 740-383-0490

Address (if different from above) \_\_\_\_\_

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

**Section I – Part II – Certificate Status and Procedural**

Carrier Type <input type="checkbox"/> Other (explain below)	<input checked="" type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> ALEC
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business. Technician MM Date Processed 11/18/09

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 2009 JUN -9 PM 1:59  
 PUCO

**Certificate Status**

Certification (See Supplemental ACE form)

Add Exchanges to Certificate

Abandon all Services - With Customers

Abandon all Services - Without Customers

Change of Official Name (See below)

Change in Ownership (See below)

Merger (See below)

Transfer a Certificate (See below)

Transaction for transfer or lease of property, plant or business (See below)

**Procedural**

Designation of Process Agent(s)

**ILEC**☐ ATA 1-6-09(C)  
(Auto 30 days)☐ ABN 1-6-11(A)  
(Non-Auto)☐ ACN 1-6-14(B)  
(Auto 30 days)☐ ACO 1-6-14(B)  
(Auto 30 days)☐ AMT 1-6-14(B)  
(Auto 30 days)☐ ATC 1-6-14(B)  
(Auto 30 days)☐ ATR 1-6-14(B)  
(Auto 30 days)☐ TRF  
(0 day Notice)**CLEC**☐ ACE 1-6-10  
(Auto 30 days)☐ AAC 1-6-10(F)  
(0 day Notice)☐ ABN 1-6-11(A)  
(Auto 90 day)☐ ABN 1-6-11(A)  
(Auto 30 days)☐ ACN 1-6-14(B)  
(Auto 30 days)☐ ACO 1-6-14(B)  
(Auto 30 days)☐ AMT 1-6-14(B)  
(Auto 30 days)☐ ATC 1-6-14(B)  
(Auto 30 days)☐ ATR 1-6-14(B)  
(Auto 30 days)☐ TRF  
(0 day Notice)**CTS**☐ ACE 1-6-10  
(Auto 30 days)CLECs must attach a current CLEC  
Exchange Listing Form☐ ABN 1-6-11(B)  
(Auto 14 day)☐ ABN 1-6-11(B)  
(Auto 14 day)☐ CIO 1-6-14(A)  
(0 day Notice)☐ CIO 1-6-14(A)  
(0 day Notice)☐ CIO 1-6-14(A)  
(0 day Notice)☐ CIO 1-6-14(A)  
(0 day Notice)☐ CIO 1-6-14(A)  
(0 day Notice)☐ TRF  
(0 day Notice)**AOS/IOS**☐ ACE 1-6-10  
(Auto 30 days)☐ ABN 1-6-11(B)  
(Auto 14 day)☐ ABN 1-6-11(B)  
(Auto 14 day)☐ CIO 1-6-14(A)  
(0 day Notice)☐ CIO 1-6-14(A)  
(0 day Notice)☐ CIO 1-6-14(A)  
(0 day Notice)☐ CIO 1-6-14(A)  
(0 day Notice)☐ CIO 1-6-14(A)  
(0 day Notice)☐ TRF  
(0 day Notice)**Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other****Carrier to Carrier**Interconnection agreement, or  
amendment to an approved agreement

Request for Arbitration

Introduce or change c-t-c service tariffs,

Introduce or change access service  
pursuant to 07-464-TP-COIRequest rural carrier exemption, rural  
carrier suspension or modificationPole attachment changes in terms and  
conditions and price changes.**ILEC**☒ NAG 1-7-07  
(Auto 90 day)☐ ARB 1-7-09  
(Non-Auto)☐ ATA 1-7-14  
(Auto 30 day)☐ ATA  
(Auto 30 day)☐ UNC 1-7-04 or  
(Non-Auto) 1-7-05☐ UNC 1-7-23(B)  
(Non-Auto)☐ RCC  
(Registration & Change in Operations)  
(0 day)**CLEC**☐ NAG 1-7-07  
(Auto 90 day)☐ ARB 1-7-09  
(Non-Auto)☐ ATA 1-7-14  
(Auto 30 day)☐ UNC 1-7-04 or  
(Non-Auto) 1-7-05☐ UNC 1-7-05  
(Non-Auto)☐ NAG  
(Interconnection Agreement or Amendment)  
(Auto 90 days)**CMRS Providers** See 4901:1-6-15**Other\*** (explain)

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer/agent of the applicant corporation, Verizon North Inc. , and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) \_\_\_\_\_ at (Location) Marion, Ohio

\*(Signature and Title) \_\_\_\_\_

(Date) \_\_\_\_\_

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

**VERIFICATION**

I, William Keating, verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) William H Keating

(Date) 6/8/09

*\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Verizon	)	
North Inc. for Approval of a Negotiated	)	
Amendment with XO Communications	)	Case No. 09 – 485 – TP – NAG
Services, Inc. Under Section 252 of the	)	
Telecommunications Act of 1996.	)	

VERIZON NORTH INC. AND XO Communications Services, Inc. APPLICATION FOR  
APPROVAL OF REVISED AMENDMENT NO. 1 (ORIGINAL AGREEMENT FILED IN  
PUCO CASE NO. 99-823-TP-NAG) PURSUANT TO THE TELECOMMUNICATIONS  
ACT OF 1996

Verizon North Inc. ("Verizon") hereby files the attached Interconnection Amendment No. 1 (the "Amendment") between Verizon and XO Communications Services, Inc. ("XO") (Verizon and XO being referred to collectively as the "Parties" and individually as a "Party") for review and approval by the Public Utilities Commission of Ohio (the "Commission") pursuant to the provisions of Section 252 (e) of the Telecommunications Act of 1996 (the "Act"). This filing is being made pursuant to the Act and in accordance with Ohio Administrative Code 4901:1-7-07.

The Amendment has been arrived at through negotiations between the Parties as contemplated by Section 252 (a)(1) of the Act.

As contemplated by Section 252 (e)(2)(A), the Amendment does not discriminate against another telecommunications carrier, nor will implementation of the Amendment be inconsistent with the public interest, convenience and necessity. In accordance with Section 252 (e)(4) of the Act, the Amendment will be deemed approved if the Commission does not act to approve or reject the Amendment within 90 days from the date of this Application.

WHEREFORE, VERIZON respectfully requests that the Commission approve the Amendment as soon as possible.

Respectfully submitted,

VERIZON NORTH INC.

By: William H. Keating  
WILLIAM H. KEATING  
(OHIO REG. NO. 0020900)  
1289 Inglis Ave.  
Columbus, OH 43212  
Telephone: 614-481-4466  
Trial Attorney for Verizon North Inc.

Jeffrey A. Masoner  
Vice President  
Partner Solutions  
Marketing & Sales



**VIA FEDERAL EXPRESS**

Partner Solutions  
Sales and  
Interconnection Services  
1320 N Court House Rd  
8th Floor  
Arlington, VA 22201

Phone: 703 974-4810  
jeffrey.a.masoner@verizon.com

May 21, 2009

Heather Gold  
Senior Vice President, External Affairs  
XO Communications Services, Inc.  
3865 Sunrise Valley Drive  
Herndon, VA 20171

Re: Amendments to Interconnection Agreements

Dear Ms. Gold:

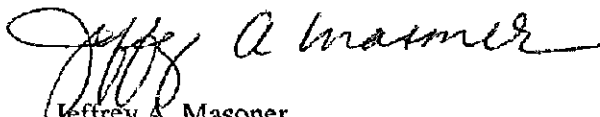
Effective as of October 1, 2008, the Verizon entities listed in Attachment 1 to this letter (the "Verizon Parties") and the XO entities listed in Attachment 2 to this letter (the "XO Parties") entered into certain amendments to their effective interconnection agreements (the "Amendments"). By this letter, the XO Parties and the Verizon Parties agree to replace the Amendments with the revised and restated amendments included in Attachment 3 to this letter (the "Revised Amendments"). In each case, the Amendment or Amendments between an XO Party and a Verizon Party shall be replaced in their entirety with the applicable Revised Amendment or Amendments. Each of the

Heather Gold  
Senior Vice President, External Affairs  
XO Communications Services, Inc.  
3865 Sunrise Valley Drive  
Herndon, VA 20171


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Amendments shall be deemed void *ab initio*, and each of the Revised Amendments shall be deemed effective *nunc pro tunc*, as set forth therein.

Very truly yours,

  
Jeffrey A. Masoner  
On behalf of the Verizon Parties

Accepted and Agreed to:

  
Heather Gold  
On behalf of the XO Parties

## **Attachment 1**

### **Verizon Entities**

Verizon Delaware LLC, f/k/a Verizon Delaware Inc.  
Verizon Maryland Inc.  
Verizon New Jersey Inc.  
Verizon Pennsylvania Inc.  
Verizon Virginia Inc.  
Verizon Washington, DC Inc.  
Verizon West Virginia Inc.  
Verizon New England Inc.  
Verizon New York Inc.  
Verizon California Inc.  
Verizon Florida LLC, f/k/a Verizon Florida Inc.  
Verizon North Inc.  
Verizon Northwest Inc.  
Verizon South Inc.  
GTE Southwest Incorporated, d/b/a Verizon Southwest  
Contel of the South, Inc., d/b/a Verizon North Systems



## **Attachment 2**

### **XO Entities**

XO Communications Services, Inc.  
XO Virginia, LLC.

**Attachment 3**

**Revised Amendments**

**AMENDMENT NO. 1**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**VERIZON NORTH INC., F/K/A GTE NORTH INCORPORATED**  
**AND**  
**XO COMMUNICATIONS SERVICES, INC.**

This Amendment No. 1 (this "Amendment") shall be deemed effective as of October 1, 2008 (the "Amendment Effective Date"), by and between Verizon North Inc., f/k/a GTE North Incorporated ("Verizon"), a Wisconsin corporation with offices at 8001 West Jefferson Boulevard, Ft. Wayne, IN 46804, and XO Communications Services, Inc. ("XO"), a corporation with offices at 1601 Trapelo Road, Suite 397, Waltham, MA 02451. (Verizon and XO may be hereinafter referred to individually, as a "Party" and collectively as the "Parties").

**WITNESSETH:**

**WHEREAS**, Verizon and XO are parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated July 8, 1999 (such agreement, including such amendments as may be effective prior to the effectiveness of this Amendment, the "Agreement"); and

**WHEREAS**, the Parties wish to amend the Agreement to address the matters set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. As of the Amendment Effective Date, the Agreement is hereby amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Agreement, a Tariff or a Statement of Generally Available Terms and Conditions.
2. Exchange of VOIP Traffic.
  - 2.1 An Originating Party delivering Interexchange VOIP Traffic to the Terminating Party for termination on the Terminating Party's network shall compensate the Terminating Party at the Interexchange VOIP Rate for the transport and termination of such Interexchange VOIP Traffic.
  - 2.2 VOIP Traffic may be exchanged over the local interconnection trunk groups established pursuant to the Agreement. A Party using local interconnection trunk groups to transport Interexchange VOIP Traffic shall bear proportional financial responsibility for those trunks and facilities. To the extent that a Party uses facilities provided by the other Party for transport, the other Party shall bill, and such Party shall pay, for such facilities at the other Party's relevant tariffed access rates (interstate to the extent that the Interexchange VOIP usage is compensated at interstate rates herein, or intrastate to the extent that the

Interexchange VOIP usage is compensated at intrastate rates herein), to the extent, and in the proportion, that such facilities are used to carry Interexchange VOIP Traffic; provided that such rates shall not exceed Verizon's tariffed rates for like services.

- 2.3 No interconnection or network architecture changes are required or intended to be required by this Amendment for the exchange of such traffic.
- 2.4 An Originating Party delivering Local VOIP Traffic to the Terminating Party for termination on the Terminating Party's network shall compensate the Terminating Party for the transport and termination of such Local VOIP Traffic at the rate that would apply (e.g., the reciprocal compensation rate or the ISP rate) under the Agreement to like traffic that is not VOIP Traffic (such rate, the "Local VOIP Rate").
3. FCC VOIP Order. If the FCC issues an order on or after the Amendment Effective Date that specifies what compensation is due for the exchange of Interexchange VOIP Traffic, such compensation shall apply prospectively according to the implementation dates set forth in such order without the need for further amendment to the Amended Agreement to incorporate such compensation mechanisms; provided that if such order is modified, stayed, or set aside by the FCC or a court of competent jurisdiction, the Parties shall modify, stay, or set aside their implementation thereof accordingly.
4. Effectiveness of Amendment.
  - 4.1 This Amendment shall remain in effect through December 31, 2009. On or after January 1, 2010, either Party may cause this Amendment to terminate by written notice delivered to the other Party on or after December 2, 2009, specifying a termination date not less than 30 days after delivery of such notice (such date, the "Amendment Termination Date"). After the Amendment Termination Date, the subject matter hereof shall be governed by the Agreement, or by such other agreement as the Parties may enter into after the date hereof.
  - 4.2 The relationship of the Parties with respect to the subject matter hereof shall be governed by this Amendment through the Amendment Termination Date, notwithstanding the expiration or termination of the Agreement. In case the Agreement is terminated, replaced or otherwise superseded prior to the Amendment Termination Date, this Amendment shall remain in full force and effect, and shall continue to govern the subject matter hereof.
5. [Intentionally Omitted]
6. Billing.
  - 6.1 The Parties shall work together cooperatively to establish billing and payment procedures to implement the terms hereof, including without limitation methods for identifying Interexchange VOIP Traffic for billing purposes. Such methods may include, without limitation, the establishment of factors to distinguish the portion of a Party's traffic that is Interexchange VOIP Traffic.
  - 6.2 For Originating VOIP Traffic, subject to the terms of subsection 6.1 hereof, an Originating Party shall track, and identify to the Terminating Party, the Originating VOIP Traffic that is Interexchange VOIP Traffic that the Originating Party delivers to the Terminating Party, and shall, upon request of the Terminating Party, supply such data as may be reasonably required to support the Originating Party's characterization of such traffic as Interexchange VOIP Traffic or otherwise.

- 6.3 For Terminating VOIP Traffic, if a Terminating Party terminates more than a de minimis amount of Terminating VOIP Traffic to its end users, it shall promptly notify the Originating Party, and, subject to the terms of subsection 6.1 hereof, the Terminating Party shall track, and identify to the Originating Party, the Terminating VOIP Traffic that is Interexchange VOIP Traffic that the Originating Party delivers to the Terminating Party, and will, upon request of the Originating Party, supply such data as may be reasonably required to support the Terminating Party's characterization of such traffic as Interexchange VOIP Traffic or otherwise.

7. Definitions. As used in this Amendment, the following capitalized terms shall have the specified meanings:

- 7.1 "Interexchange VOIP Traffic" means VOIP Traffic that is terminated by a Party to its end user whose physical location is outside the mandatory local calling area (including non-optional EAS, and based on Verizon's local calling areas) of the physical location of the originating end user.
- 7.2 "Interexchange VOIP Rate" means:
- 7.2.1 If a Party is a Qualified Party, the Interexchange VOIP Rate shall be the Terminating Party's interstate terminating switched access rates; provided that such rates shall not exceed Verizon's tariffed interstate terminating switched access rates (as such rates may be in effect or modified from time to time).
- 7.2.2 If a Party is not a Qualified Party, the Interexchange VOIP Rate shall be (a) for traffic that is interstate based on the physical locations of the calling and called parties, the Terminating Party's interstate terminating switched access rates; and (b) for traffic that is intrastate based on the physical locations of the calling and called parties, the Terminating Party's intrastate terminating switched access rates; provided that in each case such rates shall not exceed Verizon's applicable tariffed terminating switched access rates (as such rates may be in effect or modified from time to time).
- 7.3 "Local VOIP Traffic" means VOIP Traffic that is terminated by a Party to its end user whose physical location is within the mandatory local calling area (including non-optional EAS, and based on Verizon's local calling areas) of the physical location of the originating end user.
- 7.4 "Originating Party" means a Party that delivers traffic (including traffic that originates on the Originating Party's network and third-party traffic) to the other Party for termination on the other Party's network.
- 7.5 "Originating VOIP Traffic" means VOIP-to-PSTN Traffic and VOIP-to-VOIP Traffic.
- 7.6 "Phone-to-Phone VOIP Traffic" means communications that originate and terminate on the public switched telephone network but are transmitted by Internet Protocol at some point in the middle, as set forth in the FCC's Order, *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, FCC 04-97, WC Docket No. 02-361 (rel. April 21, 2004).
- 7.7 "Qualified Party" means a Party that meets each of the following conditions:
- 7.7.1 For each of the three calendar months immediately preceding the calendar month in which the Amendment Effective Date falls, such Party, combined with all of its affiliates, must have been billed by the other Party, combined with all

of its affiliates, intercarrier compensation for the transport and termination of local traffic, ISP-bound traffic, and VOIP traffic, totaling not less than sixty thousand U.S. Dollars (\$60,000).

- 7.7.2 As of the Amendment Effective Date and until the Amendment Termination Date, such Party, and each of its affiliates, shall be a party to terms substantially the same as those set forth in this Amendment in every jurisdiction in which they are parties, with the other Party or any of its affiliates, to an interconnection agreement under Sections 251 and 252 of the Act.
  - 7.7.3 As of the Amendment Effective Date, such Party, together with all of its affiliates, shall have no outstanding liability for payment on any invoices rendered by the other Party, or any of its affiliates, before the Amendment Effective Date.
  - 7.7.4 As of the Amendment Effective Date, such Party shall not have any outstanding billing disputes with the other Party over any invoices dated on or before the Amendment Effective Date.
  - 7.7.5 Notwithstanding any other provision hereof, if XO is a Qualified Party, Verizon shall be deemed to be a Qualified Party.
  - 7.7.6 For purposes of this section 7.6, the term "affiliates" means, as to XO, all of the competitive local exchange carriers controlled by or under common control with XO; and as to Verizon, all of the incumbent local exchange carriers controlled by or under common control with Verizon.
- 7.8 "Terminating Party" means a Party that terminates, on its network, traffic delivered by the Originating Party.
- 7.9 "Terminating VOIP Traffic" means PSTN-to-VOIP Traffic and VOIP-to-VOIP Traffic
- 7.10 "VOIP Traffic" means voice communications and such other applications (e.g., fax transmissions) that (a) originate in Internet protocol ("IP") format at the end user's customer premises, are transmitted over a broadband connection to an IP service provider (including a Party or a third party) in IP format, are converted from IP format to circuit switched format (before delivery to the Terminating Party, or, upon agreement of the Parties, after delivery to the Terminating Party), and are delivered by the Originating Party to the Terminating Party for termination by a circuit switch on the public switched telephone network, (b) originate on the public switched telephone network, are delivered to the Terminating Party, are converted from circuit-switched format to IP format (after delivery to the Terminating Party, or, upon agreement of the Parties, before delivery to the Terminating Party), and terminated by an IP service provider (including a Party or a third party) in IP format over a broadband connection to the end user's customer premises ("PSTN-to-VOIP Traffic"), or (c) originate in IP format at the end user's customer premises, are transmitted over a broadband connection to an IP service provider (including a Party or a third party), and are delivered (via interconnection trunks established in accordance with the Agreement) to the Terminating Party, for termination by an IP service provider (including a Party or a third party) in IP format over a broadband connection to the end user's customer premises ("VOIP-to-VOIP Traffic"), in each case including such traffic that is originated by a Party or by a third party; provided, however, that VOIP Traffic does not include Phone-to-Phone VOIP Traffic or toll free access code (8YY) traffic.

8. Miscellaneous Provisions.

- 8.1 Conflict. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, but the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
- 8.2 Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 8.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 8.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect, but nothing in this Amendment shall be deemed to amend (or extend) the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 8.5 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, and that, accordingly, in the event of ambiguities, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 8.6 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by authorized representatives of the Parties.
- 8.7 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 8.8 Reservation of Rights. The Parties disagree as to whether, under applicable law, Interexchange VOIP Traffic constitutes non-local telecommunications traffic that, apart from the provisions of this Amendment, would be subject to terminating charges at the appropriate jurisdictional rates, per the appropriate tariff or agreement governing such non-local telecommunications traffic. By entering into this Amendment, neither Party waives its right to advocate its view with respect to this issue. The Parties agree that nothing in this Amendment shall be construed as an admission that Interexchange VOIP Traffic is, or is not, non-local telecommunications traffic in nature. The Parties further agree that any payments under the terms of this Amendment shall not be construed as agreement or acquiescence that, under applicable law, Interexchange VOIP Traffic constitutes non-local telecommunications traffic that, apart from the provisions of this Amendment, would be subject to terminating charges at the appropriate jurisdictional rates, per the appropriate tariff or agreement governing such non-local telecommunications traffic.

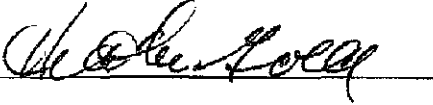
[Signature Page Follows]

**SIGNATURE PAGE**

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

**XO COMMUNICATIONS SERVICES, INC.**

By:

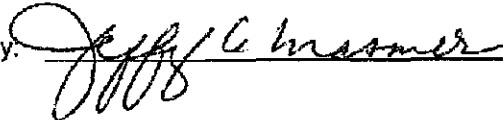


Printed: Heather Gold

Title: Sr. Vice President, External Affairs

**VERIZON NORTH INC.**

By:



Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services  
Policy and Planning