

**AMENDMENT NO. 2**  
**to the**  
**INTERCONNECTION AGREEMENT**  
**between**  
**VERIZON NORTH INC., F/K/A GTE NORTH INCORPORATED**  
**and**  
**CINCINNATI BELL EXTENDED TERRITORIES, LLC**  
**FOR OHIO**

This Amendment No. 2 (this "Amendment") is effective January 18, 2010 and in no event later than the date on which the Agreement (as defined below) takes effect ("Amendment Effective Date"), by and between Verizon North Inc., f/k/a GTE North Incorporated, a Wisconsin corporation ("Verizon"), and Cincinnati Bell Extended Territories, LLC, an Ohio limited liability company ("CBET"). (Verizon and CBET may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties.") This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the State of Ohio (the "State").

**WITNESSETH:**

**WHEREAS**, Verizon and CBET, pursuant to Section 252(a)(1) of the Communications Act of 1934, as amended (the "Act"), are filing concurrently herewith for Commission approval an interconnection agreement under Sections 251 and 252 of the Act dated January 18, 2010 (such interconnection agreement and Verizon-CBET Amendment No. 1 [January 18, 2010], the "Agreement"); and

**WHEREAS**, CBET wishes to amend the Agreement to include provisions to assist CBET in complying with the Ohio Minimum Telephone Service Standards; 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 the Agreement. The Agreement is amended to incorporate the rates, terms and provisions 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 rate, term or provision of the Agreement, a Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

## 1.1 Installation Interval for UNE Non-designed Two-wire Analog Voice Grade Loops

### 1.1.1 Installation Interval

For UNE Loops for which CBET requests an installation due date that is within five (5) Business Days after the Order Date, Verizon shall install such UNE Loops within five (5) Business Days after the Order Date. For UNE Loops for which CBET requests an installation due date that is more than five (5) Business Days after the Order Date, Verizon shall install such UNE Loops by the Verizon-confirmed installation due date, as shown on the applicable Verizon Local Service Request Confirmation.<sup>1</sup>

- 1.1.1.1 For purposes of this Section 1.1.1, the "Order Date" for a UNE Loop shall be the day on which Verizon receives a valid, complete and accurate CBET order for the UNE Loop. The Order Date shall be excluded from the five (5) Business Day measurement period and shall be deemed to be Day Zero of the five (5) Business Day measurement period. If an order is received by Verizon on a day that is not a Business Day, the order shall be deemed to have been received by Verizon on the next Business Day. If an order is received by Verizon after 5 PM Eastern Time on a Business Day, the order shall be deemed to have been received by Verizon on the next Business Day. A UNE Loop shall be deemed to have been installed by Verizon on the day that physical installation of the UNE Loop is completed by Verizon.

As an example, if an order is received by Verizon at 10 AM Eastern Time on Monday, January 4, 2010, Monday, January 4, 2010, shall be deemed to be the Order Date and Day Zero of the five (5) Business Day measurement period and Monday, January 11, 2010, shall be deemed to be Business Day 5 of the five (5) Business Day measurement period. A UNE Loop ordered on an order received by Verizon at 10 AM Eastern Time on Monday, January 4, 2010 (the Order Date) shall be deemed to have been installed by Verizon within five (5) Business Days of the Order Date if the UNE Loop is installed by Verizon on or before Monday, January 11, 2010.

- 1.1.1.2 Notwithstanding anything in this Amendment, the Agreement, a Tariff, a Verizon SGAT or otherwise, Verizon shall be obligated to meet an installation interval standard set out in Section 1.1.1, above, for a UNE Loop, only if, and to the extent that, CBET is obligated by the Ohio Minimum Telephone Service Standards to meet this installation interval standard for the CBET service that uses the UNE Loop.

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<sup>1</sup> For a UNE Loop for which CBET requests an installation due date that is more than five (5) Business Days after the Order Date, Verizon shall set the Verizon-confirmed installation due date in accordance with Verizon's usual practices for setting installation due dates for UNE Loops, including, but not limited to, taking into consideration the work to be performed to install the UNE Loop and Verizon's anticipated available work force and work load at the time the UNE Loop installation work will be performed. Verizon shall not be obligated to agree to the installation due date requested by CBET.

### 1.1.2 Remedial Action

If for any UNE Loop that is subject to an installation interval standard set out in Section 1.1.1, above, Verizon fails to meet the applicable installation interval standard set out in Section 1.1.1, above, Verizon shall compensate CBET by waiving the Verizon non-recurring charges for installation of that UNE Loop. Such Verizon waiver of non-recurring charges shall be Verizon's sole obligation, and CBET's sole and exclusive remedy, for a failure by Verizon to meet the installation interval standard set out in Section 1.1.1, above.<sup>2</sup>

### 1.1.3 CBET Responsibilities

1.1.3.1 CBET shall submit orders for UNE Loops in accordance with Verizon's applicable ordering procedures (including, but not limited to, performing an Appointment Scheduling Inquiry Pre-Order Transaction to determine installation due date availability prior to submitting a UNE Loop order).

1.1.3.2 In submitting orders for UNE Loops, CBET shall reasonably cooperate with Verizon in order to allow Verizon to meet the installation interval standards set out in Section 1.1.1, above. For instance, for UNE Loops for which CBET wishes to request an installation due date that is within five (5) Business Days after the Order Date, upon request by Verizon, where feasible, CBET shall submit such orders with a requested installation due date interval of less than five (5) Business Days.

### 1.1.4 Exclusions

1.1.4.1 This Section 1.1 does not apply to: (a) CBET UNE Loop orders that are rejected by Verizon because the order does not comply with Verizon's ordering procedures (for instance, because the order form has not been completely and accurately filled-out by CBET); (b) UNE Loops for which Verizon needs to perform engineering design; (c) a Hot Coordinated Conversion<sup>3</sup> of existing service (such as a Verizon retail or resale line) to a UNE Loop; (d) a coordinated conversion of existing service (such as a Verizon retail or resale line) to a UNE Loop where CBET requests a specific cutover time on the installation due date or requests a cutover time within a CBET-specified range of cutover times on the installation due date and the CBET-

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<sup>2</sup> For the avoidance of any doubt and without limiting the concluding sentence of Section 1.1.2, above, if Verizon is subject to an obligation under the "Verizon Ohio Carrier-to-Carrier Performance Assurance Plan" to pay (whether by payment, bill credit or otherwise) any amount to CBET because Verizon failed to meet a performance standard that is substantially the same as an installation interval standard set out in Section 1.1.1, above, Verizon shall receive a credit against such payment obligation equal to any amount waived by Verizon under this Amendment.

<sup>3</sup> As used in this subsection (c), a "Hot Coordinated Conversion" means a "Hot Coordinated Conversion" as that term is used in Appendix A of the Pricing Attachment to the Amended Agreement.

specified range of cutover times is less than the full Verizon work day; (e) moves of existing UNE Loops; (f) changes to an existing UNE Loop; (g) disconnection of a UNE Loop; or (h) single orders or groups of related orders for more than nine (9) UNE Loops that Verizon elects to handle outside of its usual installation interval process and to assign installation due dates that are more than five (5) Business Days after the Order Date. The exclusions set out in subsections (b), (c), (d) and (h) do not apply to UNE Loops for which CBET requests an installation due date that is more than five (5) Business Days after the Order Date.

- 1.1.4.2 Verizon may elect to exclude from Section 1.1.1, above, the installation of a UNE Loop that was delayed due to any of the following circumstances: (a) lack of facilities; (b) the need to perform construction or network modifications or conditioning; (c) Force Majeure as described in Section 15 of the General Terms and Conditions of the Amended Agreement; or (d) acts or omissions of persons other than Verizon, including, but not limited to, CBET or a CBET customer (for instance, unavailability of access to the CBET customer's premises for installation of service).

#### 1.1.5 Definitions

The following definitions shall apply to this Section 1.1:

- 1.1.5.1 "Business Day" means Monday through Friday, except for holidays observed by Verizon.
- 1.1.5.3 "Non-designed" with regard to UNE Loops means UNE Loops for which Verizon does not need to perform engineering design.
- 1.1.5.4 "Order Date" has the meaning set out in Section 1.1.1.1, above.
- 1.1.5.6 "UNE Loop" means an unbundled Network Element ("UNE") Non-designed two-wire analog voice grade loop.

### 1.2 Testing and Repair for Trouble on UNE ADSL Loops

#### 1.2.1 Verizon Responsibilities

- 1.2.1.1 If CBET reports to Verizon a Trouble on a UNE ADSL Loop provided by Verizon to CBET, Verizon shall test for and repair that Trouble so that the UNE ADSL Loop complies with the requirements of Verizon TR-72575 applicable to UNE ADSL Loops. If the UNE ADSL Loop is used to carry voice communications, Verizon's testing and repair shall include (but shall not be limited to) the voice band parameters for UNE ADSL Loops in Verizon TR-72575.
- 1.2.1.2 Verizon's obligation to test for and repair Trouble on a UNE ADSL Loop in accordance with Section 1.2.1.1, above, shall be Verizon's sole obligation, and CBET's sole and exclusive remedy, with regard to a Trouble on a UNE ADSL Loop.

## 1.2.2 CBET Responsibilities

- 1.2.2.1 CBET shall test for problems on the facilities used by CBET (including, but not limited to, on both CBET-provided facilities and Verizon-provided facilities, such as the UNE ADSL Loop) and shall identify the facilities that are subject to the problems. These tests shall be performed in accordance with generally accepted telecommunications industry practices. CBET shall deploy and use the equipment necessary to perform these tests. Upon request by Verizon, CBET shall submit to Verizon CBET's test results associated with a Trouble on a UNE ADSL Loop reported by CBET to Verizon.
- 1.2.2.2 CBET shall submit Trouble reports for UNE ADSL Loops in accordance with Verizon's applicable Trouble reporting procedures.
- 1.2.2.3 CBET shall reasonably cooperate with Verizon in order to allow Verizon to test for and repair the Trouble on the UNE ADSL Loop. For instance, CBET shall use the appropriate Verizon-designated descriptions and codes to describe the Troubles being submitted by CBET and, upon request by Verizon, shall engage in joint testing and repair activities. Verizon shall provide CBET a list of the Verizon-designated descriptions and codes that are to be used by CBET to describe Troubles on UNE ADSL Loops and, upon request by CBET, shall explain these descriptions and codes to CBET.
- 1.2.2.4 If a UNE ADSL Loop Trouble report submitted to Verizon by CBET is closed by Verizon with no Trouble being found in the UNE ADSL Loop (for instance, because the problem was found to be in CBET's facilities or in the CBET customer's premises equipment or wiring, or because the UNE ADSL Loop complies with the requirements of Verizon TR-72575 applicable to UNE ADSL Loops), then CBET shall pay Verizon the rates under the Amended Agreement that apply for the testing and repair performed by Verizon in connection with such report; provided that, the amount to be paid by CBET to Verizon shall not be less than \$70.
- 1.2.2.5 When CBET orders a UNE ADSL Loop, CBET shall order in accordance with the rates, terms and provisions of the Amended Agreement, any conditioning (such as removal of bridged taps and/or load coils) of the UNE ADSL Loop necessary so that the UNE ADSL Loop complies with the requirements of Verizon TR-72575 applicable to UNE ADSL Loops. If CBET submits to Verizon a Trouble report for a UNE ADSL Loop and Verizon determines that conditioning (such as removal of bridged taps and/or load coils) must be performed so that the UNE ADSL Loop complies with the requirements of Verizon TR-72575 applicable to UNE ADSL Loops, (a) the UNE ADSL Loop shall be deemed not to have been subject to a Trouble, (b) the conditioning shall not be deemed to be repair to be performed by Verizon pursuant to Section 1.2.1.1, above, and (c) Verizon shall notify CBET of the need for conditioning and CBET shall either order and pay for the conditioning in accordance with the rates,

terms and provisions of the Amended Agreement, or accept the Loop “as is,” without further conditioning. If CBET elects to have the Loop conditioned, CBET shall not submit to Verizon any further Trouble reports for Troubles that are the result of the UNE ADSL Loop not being conditioned, until the conditioning is completed. If CBET elects to accept the Loop “as is,” without further conditioning, CBET shall not submit to Verizon any further Trouble reports for Troubles that are the result of the UNE ADSL Loop not being conditioned.

#### 1.2.4 Definitions

The following definitions shall apply to this Section 1.2:

1.2.4.1 “UNE ADSL Loop” means an unbundled Network Element (“UNE”) 2-Wire Digital Compatible Loop ordered by CBET using 2-wire ADSL ordering codes. This UNE loop type is more fully described in Section 2.E of Verizon TR-72575, where it is referred to as an “Unbundled 2-Wire Digital ADSL-Qualified (2WDA) Loop.”

1.2.4.2 “Trouble” means a failure of a UNE ADSL Loop to comply with the requirements of Verizon TR-72575 applicable to UNE ADSL Loops.

1.2.4.3 “Verizon TR-72575” means Verizon Technical Reference TR-72575, Issue 2, “Unbundled Digital Loop Technical Specifications,” Draft 10 (March 1999). Any revisions to Verizon TR-72575 applicable to UNE ADSL Loops adopted by Verizon shall apply to this Amendment, provided that such revisions apply to all users of Verizon UNE ADSL Loops and are not prohibited by the Federal Unbundling Rules.

#### 1.3 General

1.3.1 Notwithstanding anything in this Amendment, the Agreement, a Tariff, a Verizon SGAT or otherwise, nothing in this Amendment shall be deemed to require Verizon to provide a Network Element, Telecommunications Service, or other facility or arrangement, that Verizon is not already obligated to provide under the Agreement.

1.3.2 For the avoidance of any doubt and without limiting Section 1.3.1, above, Verizon shall be obligated to provide access to unbundled Network Elements (UNEs) and combinations of UNEs to CBET only to the extent required by the Federal Unbundling Rules and may decline to provide (or cease providing) access to UNEs or combinations of UNEs to CBET to the extent that provision of such UNEs or combinations of UNEs is not required by the Federal Unbundling Rules.

1.3.3 Notwithstanding anything in this Amendment, the Agreement, a Tariff, a Verizon SGAT or otherwise, except as provided in the Federal Unbundling Rules, Verizon shall have no obligation to construct, modify or deploy facilities or equipment to offer any unbundled Network Element (UNE) or combination of UNEs.

1.3.4 Notwithstanding anything in this Amendment, the Agreement, a Tariff, a Verizon SGAT or otherwise, Verizon shall have the right to deploy,

upgrade, migrate and maintain its network at its discretion, subject to compliance with Federal Communications Commission rules governing notice of network changes. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate CBET's ability to provide service using certain technologies. Nothing in this Amendment shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise.

- 1.3.5 The provisions of this Amendment shall apply commencing on February 1, 2010.

## 2. Miscellaneous Provisions

- 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, terms and provisions of the Agreement to the extent necessary to give effect to the rates, terms and provisions of this Amendment. In the event of a conflict between the rates, terms and provisions of this Amendment and the rates, terms and provisions of the Agreement, this Amendment shall govern, provided, however, that the fact that a rate, term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.1.
- 2.2 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 set forth expressly in this Amendment, the rates, terms and provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to extend or amend 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.
- 2.3 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.4 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.5 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 rate, term or provision of this Amendment.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.

2.8 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.

2.9 Definitions.

Notwithstanding anything in the Agreement, this Amendment or any Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:

2.9.1 Federal Unbundling Rules.

Any lawful requirement to provide access to unbundled Network Elements or combinations of unbundled Network Elements that is imposed upon Verizon by the Federal Communications Commission pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

2.9.2 Ohio Minimum Telephone Service Standards

Ohio Administrative Code, Chapter 4901:1-5, "Furnishing of Intrastate Telecommunications Service by Local Exchange Companies," as revised from time to time.

2.9.3 Tariff.

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

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

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



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

**CINCINNATI BELL EXTENDED TERRITORIES,  
LLC**

**VERIZON NORTH INC.**

By: Ted Heckmann

By: Jennifer E. Ross

Printed: Ted Heckmann

Printed: Jennifer E. Ross

Title: Managing Director

Title: Director – Interconnection Services

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**2/12/2010 5:33:59 PM**

**in**

**Case No(s). 10-0185-TP-NAG**

Summary: Agreement In the Matter of the Application of Verizon North Inc. for Approval of a Negotiated Amendment with Cincinnati Bell Extended Territories, LLC under Section 252 of the Telecommunications Act of 1996 electronically filed by Mr. Todd Colquitt on behalf of Verizon North Inc. and Cincinnati Bell Extended Territories, LLC