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1300 I Street, NW, Suite 400 West  
Washington, DC 20005

Verizon Select Services Inc.

April 2, 2007

Ms. Renee J. Jenkins  
Director of Administration  
Public Utilities Commission of Ohio  
180 East Broad, Street, 13<sup>th</sup> Floor  
Columbus, OH 43215-3793

07-370-TP-CTR

Re: VERIZON SELECT SERVICES INDIVIDUAL CASE BASIS CONTRACT

Dear Ms. Jenkins:

Enclosed for filing with the Commission is a redacted and un-redacted copy of an agreement to notify you that Verizon Select Services Inc. will be offering services under this service agreement. Also enclosed is a Telecommunications Application Form in support of this filing. This is the first CTR filing for this year and a new CTR Docket number is required.

This agreement is for intrastate Advanced Optical Solutions Service and the rates included are included on an Individual Case Basis (ICB) due to the revenue commitment included in the contract exceeding the revenue ranges included in Verizon Select Services tariff.

Acknowledgement and date of receipt of this letter are requested. A duplicate letter and a postage-paid, pre-addressed envelope are attached for your convenience.

Please refer any inquiries about this filing, to Lorianne Kerley at 202.515.2588, fax 202.789.1540 or e-mail: [lorianne.kerley@verizon.com](mailto:lorianne.kerley@verizon.com). Thank you for your assistance.

Sincerely,



Lorianne Kerley  
Spec. - State Govt. Relations

Enclosures

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 SB Date Processed 4-3-07

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM**  
(Effective: 10/01/2004)  
(Pursuant to Case Nos. 99-998-TP-COI and 99-583-TP-COI)

In the Matter of the Application of Verizon Select Services Inc. (VSSI)

Case No. 07 - 370 - TP - CTR

to \_\_\_\_\_

Name of Registrant(s) Verizon Select Services Inc. (VSSI)

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 1300 I St. N.W. Suite 400 West, Washington, D.C. 20005

Company Web Address Verizon.com

Regulatory Contact Person(s) Loranne Kerley Phone 202-515-2588 Fax 202-789-1540

Regulatory Contact Person's Email Address loranne.kerley@verizon.com

Contact Person for Annual Report Loranne Kerley Phone 202-515-2588

Consumer Contact Information Loranne Kerley Phone 202-515-2588

Date July 31, 2006 TRF Docket No. \_\_\_\_\_ - CT-TRF or \_\_\_\_\_ - TP-TRF

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

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

Company Type (check all applicable): ☒ CTS (IXC) ☐ ILEC ☐ CLEC ☐ CMRS ☐ AOS

☐ Other (explain) \_\_\_\_\_

**NOTE:** This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. *It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.*

**I. Please indicate the reason for submitting this form (check one)**

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
  - ☐ a. CLEC (90-day approval, 10 copies)
  - ☐ b. CTS (14-day approval, 10 copies)
  - ☐ c. ILEC (NOT automatic, 10 copies)
- ☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); *for CMRS, see item No. 15 on this page.*
  - ☐ a. Switched Local
  - ☐ b. Non-switched local
  - ☐ c. CTS
  - ☐ d. Local and CTS
  - ☐ e. Other (explain) \_\_\_\_\_
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)  
*NOTE: see item 25 (CTR) on page two of this form for all other contract filings.*
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
  - ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
    - ☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
    - ☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
    - ☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
    - ☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
    - ☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
    - ☐ vi. Grandfather service (30-day approval, 10 copies)
    - ☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
    - ☐ viii. *Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*
  - ☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
  - ☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
  - ☐ a. CLEC (60-day approval, 10 copies)
  - ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application
  - ☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
  - ☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Notification Involving only Tier 2 Services  
*NOTE: Notifications do not require or imply Commission Approval.*
  - ☐ a. New End User Service (0-day notice, 10 copies)
  - ☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)

- ☐ c. Withdrawal of service (0-day notice, 10 copies)  
☐ 19 Other (explain) \_\_\_\_\_ (NOT automatic, 15 copies)

**THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)**

- ☐ 20 Introduction or Extension of Promotional Offering  
☐ 21 New Price List Rate for Existing Service  
☐ a. Tier 1 ☐ b. Tier 2  
☐ 22 Designation of Registrant's Process Agent(s)  
☐ 23 Update to Registrant's Maps  
☐ 24 Annual Tariff Option For Tier 2 Services - indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.  
☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: \_\_\_\_\_

**THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)**

- X 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)  
 CTR Docket No. \_\_\_\_\_ - \_\_\_\_\_ - TP - CTR (Use same CTR number throughout calendar year)

**II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:**

|                          |                               |  |
|--------------------------|-------------------------------|--|
| <input type="checkbox"/> | [all]                         | A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.  |
| <input type="checkbox"/> | [3]                           | Completed Service Requirements Form.   |
| <input type="checkbox"/> | [3, 9(vii)]                   | A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)  |
| <input type="checkbox"/> | [3]                           | Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.   |
| <input type="checkbox"/> | [3]                           | Brief description of service(s) proposed.  |
| <input type="checkbox"/> | [3a-b,3d]                     | Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.   |
| <input type="checkbox"/> | [3a-b,3d]                     | Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.  |
| <input type="checkbox"/> | [3a-b,3d]                     | Explanation of how the proposed services in the proposed market area are in the public interest.   |
| <input type="checkbox"/> | [3a-b,3d]                     | Description of the proposed market area.   |
| <input type="checkbox"/> | [3a-b,3d]                     | Description of the class of customers (e.g., residence, business) that the applicant intends to serve.   |
| <input type="checkbox"/> | [3a-b,3d]                     | Documentation attesting to the applicant's financial viability, including the following:<br>1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.<br>2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions<br>3) Documentation to support the applicant's cash and funding sources. |
| <input type="checkbox"/> | [3a-d]                        | Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.  |
| <input type="checkbox"/> | [3a-d]                        | Documentation indicating the applicant's corporate structure and ownership.  |
| <input type="checkbox"/> | [3a-b,3d]                     | Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.   |
| <input type="checkbox"/> | [3a-b,3d]                     | Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.  |
| <input type="checkbox"/> | [3a-b,3d]                     | Verification of compliance with any affiliate transaction requirements.  |
| <input type="checkbox"/> | [3a-b,3d]                     | Explanation as to whether rates are derived through (check all applicable):<br><input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.  |
| <input type="checkbox"/> | [1,3a-b,3d]                   | Explanation as to which service areas company currently has an approved interconnection or resale agreement.   |
| <input type="checkbox"/> | [3a-b,3d, 9a(i-iii)]          | Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.   |
| <input type="checkbox"/> | [3a,3b,3d, 9a,(i-iii)]        | Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).   |
| <input type="checkbox"/> | [3a-b,3d,8]                   | Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.  |
| <input type="checkbox"/> | [3-5,7,10-11,13]              | Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.   |
| <input type="checkbox"/> | [3-4,7,10-11,13]              | List of names, addresses, and phone numbers of officers and directors, or partners.  |
| <input type="checkbox"/> | [3]                           | A sample copy of the customer bill and disconnection notice the applicant plans to utilize.  |
| <input type="checkbox"/> | [1,4,9,10-13,16-21]           | Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.  |
| <input type="checkbox"/> | [1,4,9,10-13,16-21]           | Copy of revised tariff sheets & price lists, marked as Exhibit B.  |
| <input type="checkbox"/> | [3]                           | Provide a copy of any customer application form required in order to establish residential service, if applicable.   |
| <input type="checkbox"/> | [1-2,4-7,9,12-13,16,18-23,25] | Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.   |

|                          |  |   |
|--------------------------|--|---|
| <input type="checkbox"/> | [1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]          | Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail.<br>NOTE:<br><input type="checkbox"/> Tier 1 price list increases <b>must</b> be within an approved range of rates.<br><input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff  |
| <input type="checkbox"/> | [2,4-5,9a(v), 9b, 10,12-13, 16, 18(b-c),20-21] | Copy of real time notice which has been/will be provided to customers.<br>NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff   |
| <input type="checkbox"/> | [1,2,5,9a(v),11-13, 18, 21(increase only)]     | Affidavit attesting that customer notice has been provided.   |
| <input type="checkbox"/> | [2,12]   | Copy of Notice which has been provided to ILEC(s).  |
| <input type="checkbox"/> | [2,12]   | Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.  |
| <input type="checkbox"/> | [2,4,10,12-13,]                                | List of Ohio exchanges specifically involved or affected.   |
| <input type="checkbox"/> | [14]   | The interconnection agreement adopted by negotiation or mediation.  |
| <input type="checkbox"/> | [15]   | For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.   |
| <input type="checkbox"/> | [15]   | Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.  |
| <input type="checkbox"/> | [24]   | Affidavit that total price of contract exceeds total cost of all regulated services.  |
| <input type="checkbox"/> | [5,13]   | New title sheet with proposed new company name.   |
| <input type="checkbox"/> | [1,3,13]                                       | For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: <a href="http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357">http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357</a> ).  |
| <input type="checkbox"/> | [1,3a-b,3d,7, 10,13, 23]                       | Maps depicting the proposed serving and calling areas of the applicant.<br><b>If Mirroring Large ILEC</b> exchanges for both serving area and local calling areas: • <b>Serving area</b> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <b>Local calling areas</b> must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.<br><b>If Self-defining</b> serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • <b>Serving Area</b> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <b>Local Calling Areas</b> must be described in the tariff through textual delineation and clear maps. Maps for self-defined <u>serving and local calling areas</u> are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000. |
| <input type="checkbox"/> |  | Other information requested by the Commission staff.  |
| <input type="checkbox"/> | [3]  | Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff:<br><input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:   |

**III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.**

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:**

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:**

- ☒ 1+ IntraLATA Presubscription

**SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):**

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Lorianne Kerley, Specialist - Regulatory, 1300 I St. N.W. Suite 400 West, Washington, D.C. 20005

V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Lorianne Kerley, Specialist - Regulatory, 1300 I St. N.W. Suite 400 West, Washington, D.C. 20005

*NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.*

VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

**AFFIDAVIT**

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

I am an officer of the applicant corporation, Verizon Select Services Inc. (VSSI), and am authorized to make this statement  
(Name of Company)  
on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) 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 April 2, 2007 at Washington, D.C.  
(Date) (Location)

Lorianne Kerley  
\*(Signature and Title)

4-2-07  
(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, John Northeott verify that I have utilized, verbatim, the Commission's Telecommunications Application Form 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.

John Northeott - Coordinator  
\*(Signature and Title)

4/2/07  
(Date)

***\*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.***



**SERVICE ATTACHMENT 4**  
**Telecommunications Services Agreement**

THIS AGREEMENT IS MADE BETWEEN:

|                       |                           |
|-----------------------|---------------------------|
| Customer Name:        |                           |
| Contact Name:         |                           |
| Address:              |                           |
| Main Billing Tel. No: | Agreement No: 2006-358278 |

1. **Services.** Customer hereby agrees to purchase from Carrier the services identified in the attached Exhibit(s) to this Service Attachment, or any Addendum expressly made a part hereof, ("Services") pursuant to the terms and conditions of this Service Attachment and the Agreement. The Services will be provided to the Customer locations specified in the attached Exhibits and Addenda. Other Customer locations may be added to this Service Attachment only upon mutual written agreement of the parties. This Service Attachment and any Addendum hereto becomes binding when it has been signed by an authorized Carrier representative. Under no circumstances may the Customer resell the Services being provided under this Service Attachment, however Customer may allow Customer affiliates to use the Services provided to Customer.

2. **Term.** Customer shall purchase the Services identified in each Exhibit and Addendum for the period of time stated in the Exhibit or Addendum applicable to such Service ("Service Period"). Subject to Carrier's receipt of any necessary regulatory and other governmental approvals or completion of any work or installation of facilities needed to provide the Services, and unless otherwise stated in the applicable Exhibit or Addendum, the Service Period shall be scheduled to commence on the "In-Service" date which shall be identified on the first invoice to the Customer. At the end of the Service Period, the terms and conditions set forth herein shall continue in full force and effect until a new agreement is entered into or the Service(s) is terminated. Although the terms and conditions shall continue to apply, Carrier may charge its then-current month-to-month rates for the Service(s) as set forth on Carrier's standard rate schedule that is available upon request or on Carrier's website. Either party may thereafter cancel this Service Attachment without further liability by either party upon sixty (60) days prior written notice to the other party.

3. **Charges.** Customer will pay the rates and charges and satisfy all other requirements set forth in the applicable Exhibit(s) and Addenda. Customer shall also pay all applicable Federal End User Common Line Charges, Universal Service Fund fees, Primary Interexchange Carrier Charges, and all applicable taxes, fees or surcharges that may be required under applicable law, regulations, or tariffs in connection with the Services. Such taxes, fees and/or surcharges are subject to change without notice to Customer. Charges for ancillary services, including but not limited to, charges for installation, change orders, directory assistance and operator services used by Customer will be imposed at Carrier's current rates and such charges are also subject to change without notice to the Customer unless otherwise stated in the applicable Exhibit or Addendum. The parties acknowledge that the rates and other terms of this Service Attachment are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

4. **Billing.** See Section 7. Payment of the Agreement.

5. **Termination and Minimum Commitment Charges.** The rates set forth in the Exhibits and any Addenda hereto are established in consideration of and may be contingent upon Customer's agreement to purchase a minimum amount/volume of Services during each year/month of the Service Period as set forth in the applicable Exhibit or Addendum. If Customer cancels or causes the termination of this Service Attachment or any Services provided hereunder prior to expiration of the Service Period, Customer shall be required to promptly pay to Carrier termination and/or Underutilization Charges as set forth in the applicable Exhibit or Addendum in addition to any amounts already owed. Customer shall provide a sixty (60) day prior written notice of any cancellation or termination by Customer of the Service.

6. **Indemnification.** Carrier shall not be liable for, and Customer indemnifies and holds Carrier harmless from any and all losses, claims, demands, damages, expenses (including reasonable fees and disbursements of counsel), suits or other actions, arising out of the content of communications transmitted by Customer in its use of the Services, including but not limited to libel, slander, and invasion of privacy. Mutual Indemnification. See Section 13 of the Agreement.

7. **Limited Warranty.** CARRIER WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICES SUBSTANTIALLY IN ACCORDANCE WITH ANY SERVICE DESCRIPTIONS SET FORTH IN THIS AGREEMENT. IF THE SERVICES DO NOT FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH SUCH SERVICE DESCRIPTIONS THROUGH NO FAULT OF CUSTOMER OR ITS AGENTS, OR DUE TO SCHEDULED MAINTENANCE, CARRIER'S SOLE OBLIGATION SHALL BE TO REPAIR AND RESTORE THE SERVICES AT CARRIER'S EXPENSE AND TO PROVIDE TO CUSTOMER ANY CREDITS FOR THE AFFECTED SERVICES IN ACCORDANCE WITH THE APPLICABLE EXHIBIT OR ADDENDUM. THE FOREGOING WARRANTY AND REMEDY IS CARRIER'S EXCLUSIVE WARRANTY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, UNLESS OTHERWISE STATED IN AN APPLICABLE EXHIBIT HERETO. CARRIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

8. **Termination of Services by Carrier.** Carrier may terminate, suspend, or limit use of any Services provided under this Service Attachment without liability and with notice as required by law to Customer, for the following reasons: a) The Service is being used in violation of any applicable federal, state, or local law, ordinance or regulation; b) The Services are being used in an unauthorized or fraudulent manner; c) The use of the Services adversely affects Carrier's equipment or its service to others; d) A court or other governmental authority having jurisdiction issues an order prohibiting Carrier from furnishing the Services to Customer; or e) as set forth in Section 8 of the Agreement.

9. **Default.** See Section 8 of the Agreement.

10. **Alternate Dispute Resolution (ADR).** See Section 17 of the Agreement.

11. **Delayed Performance or Failure to Perform.** Neither party shall be liable for any delay or failure in performance under this Service Attachment arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, severe weather, cut cable, explosion, riot, embargo, acts of the Government or third parties, labor disputes or strikes, or unavailability of necessary facilities or equipment, including Customer's facilities using the Services. In the event of a temporary cessation of Service caused by such an event, monthly recurring charges for the affected Service, including the Data Center Service set forth in Service Attachment 3, if affected, will proportionately abate for the period from the date of the event and, in the case of temporary cessation, re-commence upon the re-commencement of Service.

12. **Customer-Provided Facilities or Equipment.** Customer shall ensure that the facilities or equipment provided by Customer are properly interconnected with the Services, facilities and equipment provided by Carrier. Carrier shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by the Customer or a third party and if such facilities cause damage to Carrier, its customers, and/or its providers, Customer shall be liable therefor. Customer is also solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services and Carrier shall have no liability therefor.

13. **Miscellaneous:**

- a) **Authority.** Each signatory to this Agreement represents and warrants that he or she has authority to bind the entity on whose behalf he or she is executing this Agreement.
- b) **Compliance With Laws.** Each Party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under this Agreement. The Services shall be subject to such orders, rulings, and tariffs now or hereafter issued or filed with the Federal Communications Commission (FCC) and/or the applicable state regulatory commission if and to the extent required by law. In the event of a conflict between the terms of any such tariffs and this Agreement, the terms of such tariffs shall apply to the extent required under applicable law. If, during the term of this Agreement, tariffs covering the Services are withdrawn pursuant to statutory changes or orders from the FCC or other governmental or judicial authority, this Agreement shall continue in full force and effect and the rates, terms and conditions set forth herein shall fully control.
- c) **Authorization.** Carrier's provision of Service is subject to authorization to operate in the jurisdiction(s) where the Services are provided. The obligation of Carrier to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet Customer's order for service. Carrier will make all commercially reasonable efforts to secure the necessary facilities, providing such Service will not adversely affect Carrier's services.
- d) **Additional Quantities.** Additional quantities of Services provided under any existing Exhibit to this Service Attachment may be ordered without the need for signed amendment or addendum, subject to written agreement of the parties upon a mutually acceptable process to be followed for the ordering of such additional quantities of Services.

14. **Attachments.** Customer subscribes to the Service(s) by checking and initialing the applicable Exhibit(s) below. The selected Services are described, including the rates and charges, in the following Exhibits attached hereto and made a part hereof.

| Check Applicable Exhibit (s)  | Customer's Initials |
|---|---------------------|
| <input type="checkbox"/> Exhibit A – Long Distance Voice Service                                    | _____               |
| <input type="checkbox"/> Exhibit B – VIN Enhanced Toll Free Service                                 | _____               |
| <input type="checkbox"/> Exhibit C – Domestic Private Line Services                                 | _____               |
| <input type="checkbox"/> Exhibit D – National FastPacket Service                                    | _____               |
| <input type="checkbox"/> Exhibit D-1 – National FastPacket Service with<br>Network Performance SLAs | _____               |
| <input type="checkbox"/> Exhibit E – Low Speed ATM Service  | _____               |
| <input type="checkbox"/> Exhibit F – High Speed ATM Service   | _____               |
| <input type="checkbox"/> Exhibit G – [not currently offered]  |                     |
| <input type="checkbox"/> Exhibit H – [not currently offered]  |                     |
| <input checked="" type="checkbox"/> Exhibit I – Advanced Optical Solutions (AOS) Service            | _____               |
| <input type="checkbox"/> Exhibit K – Carrier Optical Networking Service                             | _____               |
| <input type="checkbox"/> Exhibit L – Audio & Web Conferencing Services                              | _____               |
| <input type="checkbox"/> Exhibit M – IP-VPN Service   | _____               |
| <input type="checkbox"/> Exhibit N – National Transparent LAN Service                               | _____               |
| <input type="checkbox"/> Exhibit ____ - _____   | _____               |



**Service Attachment 4**  
**EXHIBIT I – ADVANCED OPTICAL SOLUTIONS (AOS) SERVICE**

CBS/CNE Tracking Number: 2006-358278

- 1) **Description of Service.** Advanced Optical Solutions ("AOS") network service (the "Service") provides increases in bandwidth capacity of a single fiber through Dense Wave Division Multiplexing ("DWDM") and SONET technologies. AOS utilizes a composite optical signal carrying multiple information streams, each transmitted on a distinct optical wavelength to create an optical network capable of providing transport, multiplexing, routing, and supervision of client signals including data, video and voice. For the provision of this Service, it may be necessary for Carrier to place multiplexers or other equipment on Customer's premises. Multiplexers utilized by Carrier will be protocol transparent, contain no software, and perform no function other than the channel multiplexing function. This Service provides the transmission, between or among points specified by Customer, of information of the Customer's choosing without change in the form or content of the information sent and received. This Service will use ring and point-to-point architectures.
- a) Ring architecture allows customers to connect multiple nodes on a single, potentially self-healing fiber ring (Customer must choose fiber diversity with fiber and equipment redundancy to enable the self-healing ring architecture advantage). In a fully redundant and diverse ring configuration, AOS network equipment monitors two incoming identical signals transmitted simultaneously over both routes of the ring and selects the incoming transmission with the strongest signal. In the event one of the routes is cut, the other route's signal is designed to be used.
  - b) Point-to-point architecture allows customers to connect two customer premises locations to establish a link.

- 2) **AOS Network.** To provide the AOS Service, Carrier shall design, construct, implement and test for Customer a AOS DWDM network (the "Network"). Design, construction, implementation and testing of the Network by Carrier shall be accomplished pursuant to the attached AOS Network Design Statement of Work which also includes a diagram of the Network. The Network shall be a 4-node fiber optic network, including two DWDM nodes in the Carrier POP/data center in North Royalton, Ohio, one DWDM node at Customer's Goodyear Headquarters in Akron, and one DWDM node at the Customer's Goodyear Tech Center in Akron. The Network is configured in a resilient ring topology to ensure that, in the event of a failure in the network, traffic on all protected channels will be switched to backup channels within 50 ms.

The initial configuration of the Network includes equipment to support 1 Gbps Ethernet, 1 Gbps Fibre Channel, and 2 Gbps Fibre Channel circuits between Customer's Goodyear Headquarters and the North Royalton data center, and between Customer's Goodyear Tech Center and the North Royalton data center. These channels are transported over protected 10 Gbps wavelengths on the DWDM ring network. Each 10 Gbps wavelength supports up to ten 1 Gbps Fibre Channel circuits, up to nine 1 Gbps Ethernet circuits, up to five 2 Gbps Fibre Channel circuits, or a combination of 1 Gbps Ethernet, 1 Gbps Fibre Channel, and 2 Gbps Fibre Channel circuits. The initial rollout of the Network will include the following circuits:

- 4 protected 1 Gbps Ethernet circuits between Customer's Goodyear Headquarters and the North Royalton data center
- 1 protected 2 Gbps Fibre Channel circuit between Customer's Goodyear Headquarters and the North Royalton data center
- 4 protected 1 Gbps Ethernet circuits between Customer's Goodyear Tech Center and the North Royalton data center
- 1 protected 2 Gbps Fibre Channel circuit between Customer's Goodyear Tech Center and the North Royalton data center

The initial configuration also includes hardware for two 1 Gbps Ethernet channels between Goodyear Headquarters and Goodyear Tech Center. These channels are transported over an unprotected 2.5 Gbps wavelength on the DWDM ring.

- a) **Additional Network Circuits/Capacity.** Using the network change order process of this section, additional circuits may be provisioned over the routes between Customer's Goodyear Headquarters and the North Royalton data center and between Customer's Goodyear Tech Center and the North Royalton data center up to the 10 Gbps capacity of the protected wavelengths. Additional circuits will be provisioned at no additional cost to the Customer.

The 10 Gbps capacity of the Network may be increased through the installation of additional equipment modules to support additional wavelengths and circuits. Changes to capacity shall also be handled by the change order process and additional charges would apply for the installation of additional equipment to increase the capacity of the Network.

- b) **Network Maintenance.** Throughout the course of normal business operations, it may become necessary for Carrier to schedule proactive maintenance activities to the Service. Such activities may include, but will not be limited to: rerouting of fiber; software updates; or relocation of equipment. All maintenance will be coordinated through the Customer network operation center as follows, except in the case of emergency maintenance:

On Site Maintenance - Maintenance will be performed by Carrier at a Customer site upon the Customer's prior written consent (including e-mail). Customer agrees not to unreasonably withhold access necessary for Carrier to perform such maintenance activities.

In the event that emergency maintenance is required to be performed by Carrier at a Customer site, Carrier will gain Customer permission to access the Customer site prior to performing such maintenance; *provided, however*, that (i) Customer shall not unreasonably delay or withhold such permission; and (ii) Carrier shall not be liable for any damages caused by Customer's delay in or failure to grant Carrier permission to access the Customer site to perform such emergency maintenance.

If the Carrier equipment requires on-site service and such service is solely due to Customer's or a third party that is under Customer's control (other than an Carrier affiliate's, supplier's, subcontractor's or agent's) abuse or negligence, Customer agrees to pay Carrier, Carrier's reasonable and actual time and material costs required to restore the Carrier equipment to the same condition as it was before such abuse or negligence.

- c) **Network Fault Management** Carrier will monitor and manage the Network on a 24 hours a day, 7 days a week, 365 days a year basis, from the designated management centers. These centers utilize a variety of network management systems to monitor certain network characteristics including, but not limited to, network availability, BER, power and environmental conditions, optical power levels, and signal degradation. Carrier will investigate all alarms, and if necessary generate a trouble ticket and notify the Customer's National Service Manager (NSM), who will monitor the progress and escalate, if necessary, on behalf of the Customer. In addition, Customer may open a trouble ticket by following this process if Customer discovers a trouble:

- (i) Customer will place a call to the Carrier via a toll free line.

Customer provides Carrier with the following information:

- (1) DWDM Carrier Identification Number (DWID code) and/or SONET Carrier Identification Number (SCID code)
- (2) The span(s) in trouble (i.e. locations, [CLLIs], Circuit Identification Numbers)
- (3) The type of circuit in trouble
- (4) A thorough description of the problem. (e.g., bit errors, loss of signal, etc.)
- (5) The Customer ticket number, contact name and reach/pager information

- (ii) The Carrier representative will provide Customer with a trouble ticket number for reference. The Carrier representative will notify the Customer's NSM that trouble has been reported.

- (iii) Trouble tickets are monitored and escalated, as required, until resolution has occurred. Carrier will provide objectives based on the following response time matrix:

- (1) Critical Outage - complete failure of a Node or signal loss of both the primary and protected paths of the Channel. Carrier will respond in fifteen (15) minutes to an alarm or the notification from Customer of the outage.
- (2) Service Degradation or Loss of Protection - A Node or Channel is operating in protect mode due to primary path failure or degradation of a Channel resulting in the release of the Channel or Node by the Customer for testing by Carrier. Carrier will respond in one (1) hour.
- (3) The customer support center and/or the NSM will provide regular updates to Customer on all troubles. Troubles may be remedied by, remote repair, internal network repair, or dispatching of a technician to the Customer's premises.
- (4) Once the trouble is resolved and Customer confirms a resolution, the trouble ticket is closed.

- (iv) For service-affecting network faults requiring hardware changes, Carrier will provide spare hardware within a four-hour period, 24 hours per day, seven days per week, including holidays.

d) **Network Capacity and Configuration Management**

Carrier will maintain an accurate inventory of the Service as follows:

- (i) Inventory of all circuit information
- (ii) Updated Carrier equipment configuration including all available interfaces;
- (iii) Updated and accurate network topology schematics; and
- (iv) Remaining capacity of the Optical Network Service.

e) **Network Reports**

Standard Reporting: Carrier will provide reports at standard intervals (daily, monthly, or quarterly) dependent upon the type of report and service level. Many reports will be available online through a Web reporting interface. Those not currently available via the Web interface will be distributed electronically via e-mail or file transfer. Example reports include:

- Alarm/Issue Reports to provide details on monitoring and Event management activities.
- Weekly and monthly summary reports that list alarms by severity classification, provide alarm volume and present alarm acknowledgement times.

- Reports for the managed data elements.

Advanced Reporting is provided via a Web Portal, electronically via e-mail, or by file transfer. The following is contained within the suite of advanced network reports:

- **Trouble Ticket/Issues Reports.** Fault Management activities are reported in the Trouble Ticket/Issues Reports. The Trouble Ticket/Issue Reports document the status and resolution of managed faults and are available to report daily activity.
- **Performance and Capacity Reports.** These reports are based upon available metrics from the element being managed. A variety of Performance and Capacity Reports are available. Typical metrics reported include CPU and memory utilization, interface availability, and traffic statistics. Based upon defined event thresholds, Exception reports are available to identify potential performance or capacity problems.
- **Backup and Restoration Reports.** The reports provide information regarding backup and restore activities on a monthly basis via a standardized report format.

- f) **Network Change Order Process for Circuits and Capacity.** Customer may request that additional circuits be added between the Customers' locations or that the capacity of the Network be increased through the installation of additional equipment. Customer shall submit such request in writing to their Carrier Account Manager detailing the requested circuit or network capacity change. The Carrier Account Manager will respond to the Customer's request with a determination if the requested change will cause an increase or decrease in the cost of providing the Service. No change to the price of the Service or cost to provided the Network shall be effective unless and until it is agreed to and executed by the Customer and Carrier.

- 2) **Contract Term/Service Period.** Customer commits to purchase this Service as set forth in this Exhibit for a term of 5 Years (60 months) following installation of the Service (if not previously installed) and Carrier's completion of all work contained in the Statement of Work and necessary for the provision of the Service under the terms hereof, including Acceptance Testing (the "Service Period") ("In-Service date").

- 3) **Termination Charges.** If Customer cancels or terminates this Service or the Service Attachment prior to expiration of the Service Period, Customer shall provide a 60-day prior written notice of such cancellation or termination and shall be liable for all termination charges as set forth in Section 6.1 of the Agreement. Customer will promptly pay Carrier termination charges as specified herein, in addition to any amounts owed up to the date of termination, as well as all other applicable early termination charges set forth in this Service Attachment.

In the event the Service is terminated by Customer prior to the end of the Service Period, Customer shall pay termination liability set forth in Section 6.1 of the Agreement. Carrier may credit termination charges if Customer establishes upgraded service under Section 4 of this Exhibit.

Carrier shall bill Customer after receipt of Customer's written notice of termination. The parties agree that Carrier's actual damages arising from such early termination are impossible to ascertain, that the termination charges are a reasonable estimate of same, and such charges constitute liquidated damages and not penalties.

At time of termination of service and upon reasonable notice to Customers, Carrier may remove any equipment placed by Carrier on the Customer's premises. Carrier must remove any equipment placed by Carrier on the Customer's premises within forty-five days after termination of service. If Carrier fails to remove the equipment within forty-five days after termination of the service, the equipment will be deemed abandoned ("Abandoned Property"). Customer may, upon written notice, apportion, sell, use, store, destroy, or otherwise dispose of the Abandoned Property without liability to Carrier.

- 4) **Service Upgrades.** Customer may elect to terminate the Service provided under this Exhibit and enter a new commitment for upgraded AOS Service (as determined in the sole discretion of Carrier) without the imposition of termination charges subject to the following conditions:

- a) When Customer upgrades service, the order to discontinue the existing service and the order to upgrade service must be received by Carrier at the same time;
- b) The total monthly recurring charges ("MRC") of the new commitment must be equal to or greater than the total monthly rate of the discontinued Service;
- c) The new commitment period for the upgraded Service must terminate no earlier than the commitment for the discontinued Service; it may exceed the term of the discontinued Service;
- d) The upgraded Service must remain connected at the same point of termination(s), must be AOS network service, and must be provided by Carrier;
- e) Any charges associated with additional facilities that occur in the termination of the existing circuits and the provisioning of the upgraded circuits will be billed to Customer; and
- f) The upgraded Service must operate on the same equipment as the existing Service.

- 5) **Percent Interstate Traffic.** Customer represents that traffic transmitted between the locations on this network is: (select one)

☐ Interstate (10% or more of the traffic is Interstate in nature)

☒ Intrastate (less than 10% of the traffic is Interstate in nature)

- 6) **Service Options and Pricing.** Customer agrees to purchase the following Service at the rates and quantities set forth below, and for the term of contract set forth in Paragraph 2 ("Contract Term/Service Period") above. Customer must select from the following options:

Type of Service:

☒ Protected Ring    ☐ Partial Ring    ☐ Point-To-Point

Pricing:

| TYPE OF SOLUTION                    | MRC         | NRC | LUMP SUM |
|-------------------------------------|-------------|-----|----------|
| Project Management                  |             |     |          |
|                                     |             |     |          |
| <del>#1 Carrier DWDM Solution</del> |             |     |          |
| DWDM Solution A 3F                  | \$38,937.00 |     |          |
| TOTAL                               | \$38,937.00 |     |          |

For each node, please provide the following (attach additional pages if necessary):

|                                   |              |
|-----------------------------------|--------------|
| Location # (Main Billing Address) | 1            |
| Occupant of Premises              | The Customer |
| Address 1                         |              |
| Address 2                         |              |
| City                              |              |
| State                             |              |
| Zip                               |              |

|                      |              |
|----------------------|--------------|
| Location #           | 2            |
| Occupant of Premises | The Customer |
| Address 1            |              |
| Address 2            |              |
| City                 |              |
| State                |              |
| Zip                  |              |

|                      |                     |
|----------------------|---------------------|
| Location #           | 3                   |
| Occupant of Premises | Carrier data center |
| Address 1            |                     |
| Address 2            |                     |
| City                 |                     |
| State                |                     |
| Zip                  |                     |

|                      |                     |
|----------------------|---------------------|
| Location #           | 4                   |
| Occupant of Premises | Carrier data center |
| Address 1            |                     |
| Address 2            |                     |
| City                 |                     |
| State                |                     |
| Zip                  |                     |

| Service Interfaces DWDM                                 | # ports/card | Location(s) ordering interfaces (please indicate quantity of cards per location)   |
|---|--------------|--|
| Gigabit Ethernet – Flex OTR                             | 2            | Two ports at Customer Headquarters, Two ports at Customer Tech Center  |
| 10:1 Muxponder Module (Gigabit Ethernet, Fiber Channel) | 10           | One module at Customer Headquarters, One Module at Customer Tech Center, One module at Customer Data Center node 1, One module at Customer Data Center node 2, Each module is capable of Fiber Channel and Gigabit Ethernet. |

#### 7) Service Level Agreement (SLA) – Customer Requirements

| Metric                                       | Threshold           | Measurement Interval | Rate Element  |
|--|---------------------|----------------------|---|
| Time to Repair – Protected Channels          | 1 Minute            | 1 month              | 100% of the monthly rate for the applicable protected optical channel.                                      |
| Time to Repair – Unprotected Channels        | 24 hours            | 1 month              | 50% of the monthly rate for applicable protected optical channel equipment, no payout on non-Carrier fiber. |
| Propagation Delay for Fibre Channel circuits | > 7ms for >1 minute | 1 month              | 100% of the monthly rate for the applicable protected optical channel                                       |
| Ring Failure – Catastrophic                  | > 8 hours           | 1 month              | 100% of the DWDM Solution MRC   |

For DWDM optical transport channels, the following credits will be applied.

For protected Optical Transport Channels, any Carrier Business facility failure that is not restored within one minute will result in a credit of 100% of the monthly rate for the applicable protected optical channel affected. Only one such credit is allowed in a single month's billing period.

For unprotected optical transport channels, a service outage of more than 24 hours or more due solely to a Carrier Business facility failure will result in a credit of 50% of the monthly rate for the applicable unprotected channel. Credit will only apply for equipment failure, no credit on fiber portion.

For protected Optical Transport Channels carrying Fibre Channel traffic, the propagation delay between Fibre Channel interfaces on the DWDM multiplexers shall not exceed 7 ms. If the propagation delay exceeds the stated value for more than one minute, a credit of 100% of the monthly rate for the optical channel will apply. Carrier Business cannot guarantee the performance of the Fibre Channel protocol itself, only the actual propagation delay over the Metro DWDM network.

For Ring Failure – Catastrophic, a service outage of more than 8 hours or more due solely to a Carrier Business facility failure or Carrier provided node will result in a credit of 100% of the monthly recurring rate for the DWDM Solution. Ring Failure – Catastrophic is defined as the loss of all nodes and channels on the DWDM Solution ring for greater than 8 hours.

Customer may be eligible for either the channel service outage credit or the Ring Failure – Catastrophic credit but under no circumstance will the SLA credit exceed \$38,937 for any given month.

The following table provides a summary of the SLA Rate Elements:

| Rate Element  | Monthly SLA Credit |
|---|--------------------|
| Protected Fibre Channel or Gigabit Ethernet Channel   | \$1548             |
| Unprotected Fibre Channel or Gigabit Ethernet Channel | \$1548             |
| Carrier DWDM Solution                                 | \$38,937           |

SLA does not include Customer's equipment or any third party network connectivity not provided by Carrier or its affiliates as part of the offered Service. For SLA compliance purposes, any Service outage attributable to non-Carrier-provided elements shall be excluded from the calculations of SLA credits.

Upon execution of this Service Attachment, Customer must provide Carrier Business with a Letter of Agency (LOA), providing Carrier Business and Nortel with the authorization to work with Firstcom.



## CARRIER BUSINESS SERVICE AGREEMENT

**"Carrier" individually and collectively refers to Carrier Business Network Services, Inc. on behalf of LSP d/b/a Carrier Business Services, and the additional applicable entities listed in Exhibit 1**

**The ("Customer")**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest Corporate Secretary: \_\_\_\_\_  
Date: \_\_\_\_\_

This Carrier Business Service Agreement ("Agreement") is made by and between Carrier and Customer. This Agreement is binding upon execution by the parties named above. The rates, discounts, charges and credits in this Agreement are effective when Service (defined below) is installed except where a Service Attachment indicates otherwise for a particular service ("Effective Date"). Pricing and/or promotional benefits in this Agreement may not be available if it is signed and delivered to Carrier after **March 2, 2007**.

**Customer Consent to Use of Customer Proprietary Network Information (CPNI).** Carrier acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. Such CPNI includes information about the telecommunications services purchased by Customer from Carrier or its affiliates (for example, Centrex or SONET service), Customer account activity (for example, telephone numbers you dial) and charges incurred by Customer. With Customer consent, Carrier may use this information for marketing purposes to offer Customer the full range of products and services available from Carrier and Carrier affiliates that may be different from the type of services Customer currently buys from Carrier and its affiliates. In addition to local telephone services, Carrier and Carrier affiliate services include long distance, wireless, and Internet access services. A more complete description of Carrier companies and product and service offerings is available at [www.Carrier.com](http://www.Carrier.com) or Customer may contact its Carrier account manager. Carrier may also share Customer information with its affiliates, agents and partners to offer the services and products described above. Carrier needs Customer consent for Carrier and its affiliates, agents, and partners to use this information to offer the services and products described above. Customer hereby refuses CPNI consent, provided, however that such refusal of consent shall not be effective until Customer provides notice to Carrier in writing of Customer's decision to refuse CPNI consent by sending an email to the following notice address: [CPNI-Notices@Carrierbusiness.com](mailto:CPNI-Notices@Carrierbusiness.com). Customer's consent or refusal to consent will remain valid until Customer otherwise advises Carrier. Customer's decision to approve or disapprove use or disclosure of Customer CPNI as described in this section will not affect Carrier's provision of service to Customer. As used in this CPNI provision, the term "Carrier" does not include Carrier Wireless. Carrier Wireless' CPNI terms are set out in the Carrier Wireless Service Attachment.

**ILECS and Carrier Wireless.** The Terms and Conditions below do not apply to Services provided by Carrier incumbent local exchange carriers ("ILECs") or by Celco Partnership and its affiliates d/b/a Carrier Wireless (collectively, Celco Partnership and its affiliates are referred to as "Carrier Wireless"). Carrier's provision of Services by ILECs and/or Carrier Wireless are governed solely by the Service Attachments for such Services and, in the case of ILEC Services, applicable Tariffs (defined below). A Carrier Wireless Service Attachment becomes a part of this Agreement only once it is executed by Carrier Wireless and the Customer.



## EXHIBIT 1

Services are provided in the United States by one or more of the following entities that serve Customer's service locations subject to Service Attachments for such Services and applicable Tariffs. Where a Service Attachment does not identify a different former MCI entity as the Service provider, Services are provided by MCI Communications Services, Inc. d/b/a Carrier Business Services. Data Customer Premises Equipment ("CPE") and/or related Services are provided by Carrier Network Integration Corp., except as otherwise noted in a Service Attachment. Voice CPE and/or related Services are provided by Carrier Select Services Inc., except as otherwise noted in a Service Attachment. Wireless Services are provided by Cellco Partnership and its affiliates d/b/a Carrier Wireless pursuant to a Service Attachment except as otherwise noted in such a Service Attachment. Each Carrier entity contracting under this Agreement is only responsible for the performance of its Services as set forth in this Agreement and the relevant Service Attachment(s), and is not responsible for performance of any other entity's obligations thereunder.

### Incumbent Local Service Providers (in service areas of the following)

Carrier Delaware Inc.  
Carrier Washington, DC Inc.  
Carrier Maryland Inc.  
Carrier New England Inc.  
Carrier New Jersey Inc.  
Carrier New York Inc.  
Carrier Pennsylvania Inc.  
Carrier Virginia Inc.  
Carrier West Virginia Inc.  
Carrier California Inc.  
Carrier Florida Inc.  
Carrier North Inc.  
Carrier Northwest Inc.  
Carrier South Inc.  
Carrier West Coast Inc.  
d/b/a Carrier Southwest  
d/b/a Carrier Mid - States

### Other Local Service Providers (outside Carrier incumbent local exchange service areas)

LSP metro Access Transmission Services LLC d/b/a Carrier Access Transmission Services  
LSP metro Access Transmission Services of Virginia, Inc. d/b/a Carrier Access Transmission Services of Virginia  
LSP metro Access Transmission Services of Massachusetts, Inc. d/b/a Carrier Access Transmission Services of Massachusetts

### CPE Providers

Carrier Select Services Inc.  
Carrier Network Integration Corp.

### Wireless Service Providers

and its affiliates d/b/a Carrier Wireless

### Providers of CPE and Non-Regulated Services to the Federal Government

Carrier Federal Inc.