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Part 2 of 2

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Petition of Intrado)	
Communications Inc. For Arbitration)	
Pursuant to Section 252(b) of the)	
Communications Act of 1934, as amended,)	Case No. 08-198-TP-ARB
to Establish an Interconnection Agreement)	
with Verizon North, Inc.)	

AGREEMENT

BY AND BETWEEN

INTRADO COMMUNICATIONS INC.

AND

VERIZON NORTH INC

FOR THE STATE OF

OHIO

10. [This Section Intentionally Left Blank]

11. Dedicated Transport

- 11.1 Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at Intrado Comm's request, Verizon shall provide Intrado Comm with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment. Verizon shall provide Intrado Comm with such Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules. Except as provided in Section 17 below, Verizon will not install new electronics, and Verizon will not build new facilities. For the avoidance of any doubt, notwithstanding any other provision of this Agreement, Verizon shall not be required to provide, and Intrado Comm shall not request or obtain, unbundled access to shared (or common) transport, or any other interoffice transport facility that does not meet the definition of Dedicated Transport.
- 11.2 If and, to the extent that, Intrado Comm has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and Intrado Comm has a right under the Federal Unbundling Rules to convert (and wishes to convert) such transport to unbundled Dedicated Transport under this Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion. In the case of any such conversion, Intrado Comm shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Verizon's applicable Tariffs. If the transport to be converted comprises a portion of a High Capacity EEL (as defined in Section 16.2.1 below), the applicable provisions of Section 16 below shall apply.

12. [This Section Intentionally Left Blank]

13. Operations Support Systems

Subject to the conditions set forth in Section 1 of this Attachment and in Section 2 of the Additional Services Attachment, Verizon shall provide Intrado Comm with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide Intrado Comm with such access in accordance with, but only to the extent required by, the Federal Unbundling Rules. All such transactions shall be submitted by Intrado Comm through such electronic interfaces.

14. Availability of Other Network Elements on an Unbundled Basis

- 14.1 Any request by Intrado Comm for access to a Verizon Network Element that is not already available and that Verizon is required by the Federal Unbundling Rules to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, of this Attachment. Intrado Comm shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.
- 14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by the Federal Unbundling Rules.

14.3 Network Element Bona Fide Request (BFR).

- 14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶¶ 259 and n.603 or subsequent orders.
- 14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
- 14.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
- 14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
- 14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by the Federal Unbundling Rules.
- 14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.
- 14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.
- 14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

- 14.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

15. Maintenance of Network Elements

If (a) Intrado Comm reports to Verizon a Customer trouble, (b) Intrado Comm requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then Intrado Comm shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Intrado Comm is not available at the appointed time. Intrado Comm accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Intrado Comm instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Intrado Comm by Verizon. If as the result of Intrado Comm instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Intrado Comm by Verizon. Verizon agrees to respond to Intrado Comm trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

16. Combinations, Commingling, and Conversions

- 16.1 Subject to and without limiting the conditions set forth in Section 1 of this Attachment:

16.1.1 Verizon will not prohibit the commingling of a Qualifying UNE with Qualifying Wholesale Services, but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules, Verizon shall, upon request of Intrado Comm, perform the functions necessary to commingle Qualifying UNEs with Qualifying Wholesale Services. The rates, terms and conditions of the applicable access Tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Agreement or the Verizon UNE Tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment. In addition, if any commingling requested by Intrado Comm requires Verizon to perform physical work that Verizon is required to perform under the Federal Unbundling Rules, then Verizon's standard charges for such work shall apply or, in the absence of a standard charge, a fee calculated using Verizon's standard time and materials rates shall apply until such time as a standard charge is established pursuant to the terms set forth in the Pricing Attachment.

- 16.1.2 Ratcheting, i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs that are commingled with Wholesale Services are not

included in the shared use provisions of the applicable Tariff, and are therefore not eligible for adjustment of charges under such provisions. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Agreement or elsewhere.

- 16.1.3 Limitation on Section 16.1. Section 16.1 is intended only to address the Parties' rights and obligations as to combining and/or commingling of UNEs that Verizon is already required to provide to Intrado Comm under the Agreement and the Federal Unbundling Rules. Nothing contained in Section 16.1 shall be deemed to limit any right of Verizon under the Agreement to cease providing a facility that is or becomes a Discontinued Facility.

16.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Subject to the conditions set forth in Sections 1 and 16.1 of this Attachment:

16.2.1 Verizon shall not be obligated to provide:

- 16.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;
- 16.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;
- 16.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;
- 16.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or
- 16.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by the Federal Unbundling Rules to do so, and then not unless and until Intrado Comm, using an ASR, certifies to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL satisfies each of the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Intrado Comm must remain in compliance with said service eligibility criteria for so long as Intrado Comm continues to receive the aforementioned combined or commingled facilities and/or services from Verizon and Intrado Comm shall immediately notify Verizon at such time as a certification ceases to be accurate. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant High Capacity EEL circuit will be treated as described in Section 16.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network

elements. For existing High Capacity EEL circuits, Intrado Comm, within thirty (30) days of the Effective Date to the extent it has not already done so prior to the Effective Date of this Agreement, must re-certify, using an ASR, that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Any existing High Capacity EEL circuits that Intrado Comm leased from Verizon as of the Effective Date of this Agreement that Intrado Comm fails to re-certify as required by this Section by the end of such 30-day period shall be treated as a non-compliant circuit as described under Section 16.2.2 below effective as of the Effective Date of this Agreement.

- 16.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 16.2 and Intrado Comm has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, to the extent it has not already done so prior to execution of this Agreement, shall reprice the subject High Capacity EEL circuit (or portion thereof that had been previously billed at UNE rates), effective beginning on the date on which the circuit became non-compliant by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Verizon shall identify in a written notice to Intrado Comm.
- 16.2.3 Each certification to be provided by Intrado Comm pursuant to Section 16.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E-911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.
- 16.2.4 The charges for conversions are as specified in the Pricing Attachment and apply for each circuit converted.
- 16.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the Pricing Attachment.

16.2.6 All requests for conversions will be handled in accordance with Verizon's conversion guidelines. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.

16.3 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit Intrado Comm's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that Intrado Comm failed to comply with the service eligibility criteria, then (without limiting Verizon's rights under Section 16.2.2 above) Intrado Comm must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, and reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm Intrado Comm's compliance with the service eligibility criteria, then Intrado Comm shall provide to the independent auditor for its verification a statement of Intrado Comm's out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall, within thirty (30) days of the date on which Intrado Comm submits such costs to the auditor, reimburse Intrado Comm for its out-of-pocket costs verified by the auditor. Intrado Comm shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

17. Routine Network Modifications

17.1 General Conditions. In accordance with, but only to the extent required by, the Federal Unbundling Rules, and subject to the conditions set forth in Section 1 of this Attachment:

17.1.1 Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment, as are necessary to permit access by Intrado Comm to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable Intrado Comm to light a Dark Fiber Transport facility that it has obtained from Verizon under the Agreement. Verizon shall not be obligated to provide optronics for the purpose of lighting Dark Fiber Transport. Routine network modifications do not include the construction of a new Loop or new Transport facilities,

trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, the placement of new cable, securing permits or rights-of-way, or constructing and/or placing new manholes or conduits. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

17.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.

17.3 Nothing contained in this Section 17 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under the Federal Unbundling Rules any facility that this Agreement does not otherwise require Verizon to provide on an unbundled basis under the Federal Unbundling Rules, (b) to obligate Verizon to provide on an unbundled basis under the Federal Unbundling Rules, for any period of time not required under the Federal Unbundling Rules, access to any Discontinued Facility, or (c) to limit any right of Verizon under the Agreement, any Verizon Tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

18. Rates and Charges

The rates and charges for UNEs, Combinations, Commingling, routine network modifications, and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to Intrado Comm, in accordance with this Agreement, Verizon's applicable federal and state Tariffs, and the requirements of Applicable Law, Collocation for the purpose of facilitating Intrado Comm's interconnection with Verizon under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement or a Tariff, Verizon shall be obligated to provide Collocation to Intrado Comm only to the extent required by Applicable Law and may decline to provide and/or cease providing Collocation to Intrado Comm to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Tariff, nothing in this Agreement or a Tariff shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by Intrado Comm to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51.

To the extent Collocation or Collocation services, facilities, equipment or arrangements, are subject to a Verizon FCC Tariff, such Collocation and Collocation services, facilities, equipment and arrangements, shall be subject to the rates, terms and conditions of such Verizon FCC Tariff and the following provisions of this Collocation Attachment shall not apply to such Collocation and Collocation services, facilities, equipment and arrangements.

Verizon shall provide Collocation to Intrado Comm in accordance with the following rates, terms and conditions in the State of Ohio only until such time as Verizon has a Collocation Tariff that has been filed with the Commission and become effective. At such time as Verizon has a Collocation Tariff that has been filed with the Commission and become effective, the following rates, terms and conditions shall cease to apply, and, subject to the first paragraph of this Section 1 (which first paragraph is set out above), Verizon shall provide Collocation to Intrado Comm in accordance with the rates, terms and conditions set forth in such Verizon Collocation Tariff.

This Collocation Attachment ("Attachment"), in conjunction with the rest of this Agreement, set forth the rates, terms and conditions under which Verizon shall provide Collocation to Intrado Comm. Collocation provides for access to Verizon's "premises", for the purpose of interconnection under 47 U.S.C. § 251(c)(2) and/or access to Unbundled Network Elements (UNEs) of Verizon. For the purposes of this Attachment, "premises" is defined to include Verizon's central offices, serving Wire Centers, and all other buildings or similar structures owned, leased, or otherwise controlled by Verizon that house Verizon's Telecommunications network facilities. Collocation at Verizon's Wire Centers and access tandems shall be accomplished through caged, cageless, virtual or microwave service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, Verizon shall provide adjacent Collocation or other methods of Collocation, subject to space availability and technical feasibility. In accordance with, but only to the extent required by Applicable Law, Verizon shall also offer rates, terms and conditions for Collocation services that are not expressly addressed in this Attachment or Verizon Tariffs on an individual case basis.

1.1 Types of Collocation.

- 1.1.1 Single Caged. A single caged arrangement is a form of caged Collocation, which allows a single CLEC to lease caged floor space to house its equipment within Verizon premises.
- 1.1.2 Shared Caged. A shared caged arrangement is a newly constructed caged Collocation arrangement that is jointly applied for and occupied by two or more CLECs within a Verizon premise. When two or more CLECs request establishment and jointly apply for a new caged Collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). The HC and GC(s) are solely responsible for determining whether to share a shared caged Collocation arrangement and if so, upon what terms and conditions. The HC and GC(s) must each be interconnected to Verizon for the exchange of traffic with Verizon and/or to access unbundled network elements. Verizon will not issue separate billing for any of the rate elements associated with the shared caged Collocation arrangement between the HC and the GC(s), but Verizon will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all Collocation applicable services ordered by the HC and GC(s). The HC and GC will be responsible for ordering their own unbundled network elements from Verizon. Verizon will separately bill the HC and/or GC(s) for unbundled network elements ordered. The HC and GC(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing Collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the HC is reimbursed for all or any portion of such charges by the guest(s). All terms and conditions for caged Collocation as described in this Attachment will apply to shared caged Collocation requirements.
- 1.1.3 Subleased Caged. Vacant space available in a CLEC's caged Collocation arrangement may be made available to a third party(s) for the purpose of interconnection and/or for access to UNEs in Verizon premises via the subleasing Collocation arrangement. The CLEC subleases the floor space to the third party(s) pursuant to terms and conditions agreed to by the CLEC and the third party(s) involved. The CLEC and third party(s) must each be interconnected to Verizon for the exchange of traffic with Verizon and/or to access unbundled network elements. The CLEC is solely responsible for determining whether to sublease a shared caged Collocation arrangement and if so, upon what terms and conditions. Verizon will not issue separate billing for any of the rate elements associated with the subleased caged Collocation arrangement between the CLEC and the third party(s). The CLEC will be responsible for ordering and payment of all Collocation applicable services ordered by the CLEC and the third party(s). Each CLEC and third party will be responsible for ordering their own unbundled network elements from Verizon. Verizon will separately bill the CLEC and third party/parties for unbundled network elements ordered. The CLEC and third party(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing Collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party(s). All terms and conditions for caged Collocation as

described in this Attachment will apply to subleased caged Collocation requirements.

- 1.1.4 Cageless. Cageless Collocation is a form of Collocation in which CLECs can place their equipment in Verizon premises. A cageless Collocation arrangement allows a CLEC, using Verizon approved vendors, to install equipment in single bay increments in an area designated by Verizon. The equipment location will be designated by Verizon and will vary based on individual Verizon premise configurations. CLEC equipment will not share the same equipment bays with Verizon equipment.
- 1.1.5 Adjacent. An adjacent Collocation arrangement permits a CLEC to construct or procure a structure on Verizon property for Collocation for the purposes of interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent Collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in Verizon's premise for caged and cageless Collocation; and (2) it is technically feasible to construct or procure a hut or similar structure on Verizon property that adheres to local building code, zoning requirements, and Verizon building standards. Intrado Comm is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. Verizon may, where required, participate in the zoning approval and permit acquisitions. Intrado Comm may not take any action in establishing an adjacent structure that will force Verizon to violate any zoning requirements or any federal, state, or local regulations, ordinances, or laws.
 - 1.1.5.1 Any construction by Intrado Comm on Verizon property must comply with Verizon's technical specifications as they relate to environmental safety and grounding requirements. Verizon will make available power and physical Collocation services to Intrado Comm in the same non-discriminatory manner as it provides itself for its own remote equipment buildings (REBs).
- 1.1.6 Virtual. Under virtual Collocation, Verizon installs and maintains Intrado Comm provided equipment which is dedicated to the exclusive use of the Intrado Comm in a Collocation arrangement. Additional details on virtual Collocation are set forth in Section 1.9.
- 1.1.7 Microwave. Physical Collocation of microwave transmission facilities will be permitted on a first-come, first-served basis except where such Collocation is not practical for technical reasons or because of space limitations. Microwave Collocation provides for the interconnection of Intrado Comm or Verizon provided facilities, equipment and support structures located in, on or above the exterior walls and roof of Verizon premises. Additional details on microwave Collocation are set forth in Section 1.10.

1.2 Ordering.

1.2.1 Application.

- 1.2.1.1 Point of Contact. Intrado Comm must request Collocation arrangements through Verizon's designated point of

contact. Completed applications for Collocation must be sent directly to Verizon's Collocation Project Manager at the following address: Collocation Project Manager, Verizon, 125 High Street, Room 1134, Boston, MA 02110; Facsimile: (617) 342-8515; E-Mail at: collocation.applications@verizon.com. Additional information and requirements regarding Collocation may be obtained from Verizon's public website at www.verizon.com.

- 1.2.1.2 Application Form/Fee. Intrado Comm requesting Collocation at a Verizon premise will be required to complete the application form and submit the non-refundable engineering fee set forth in the Pricing Attachment, described in Section 1.5.1, for each Verizon premise at which Collocation is requested. The application form will require Intrado Comm to provide all engineering, floor space (where applicable), power, environmental and other requirements necessary for the function of the service. Intrado Comm will provide Verizon with specifications for any non-standard or special requirements at the time of application. Verizon reserves the right to assess the customer any additional charges on an individual case basis ("ICB") associated with complying with the requirements. Any such charges shall be noticed to Intrado Comm.

- 1.2.1.2.1 Verizon will process Collocation requests from CLECs on a first-come, first-serve basis pursuant to Verizon's receipt of a completed application form and the non-refundable engineering fee.

- 1.2.2 Space Availability. Subject to forecasting requirements, Verizon will inform Intrado Comm whether space is available to accommodate Intrado Comm's request within eight (8) Business Days after receipt of a completed application. Verizon's response will be one of the following:

- 1.2.2.1 There is space and Verizon will proceed with the arrangement.
 - 1.2.2.2 There is no space. Verizon will proceed as described in Section 1.4.1.
 - 1.2.2.3 There is no readily available space, however, Verizon will determine whether space can be made available and will notify Intrado Comm within twenty (20) Business Days. At the end of this period, Verizon will proceed as described in 1.2.2.1 or 1.2.2.2 above.

- 1.2.3 Collocation Schedule. If space is available, Verizon will provide to Intrado Comm a Collocation schedule describing Verizon's ability to meet the physical Collocation request within eight (8) Business Days after receipt of a completed application. Intrado Comm shall have nine (9) Business Days from receipt of a Verizon provided Collocation schedule to pay 50% of the NRCs associated with the ordered Collocation services.

If the application is deficient, Verizon will specify in writing, within eight (8) Business Days, the information that must be provided by Intrado Comm in order to complete the application. If Intrado Comm resubmits a revised application curing any deficiencies in its original application within ten (10) calendar days after being informed of them, Intrado Comm shall retain its position within the Collocation application queue.

1.2.4 [Intentionally Left Blank].

1.2.5 Augmentation. Any request for an addition, partial reduction, or a change to an existing Collocation arrangement that has been inspected and turned over to Intrado Comm shall be considered an augmentation request. An augmentation request will require the submission of a complete application form and a non-refundable engineering or minor augment fee. A minor augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:

1.2.5.1 Major augments of Collocation arrangements are those requests that: (a) require AC or DC power; (b) add equipment that generates more BTU's of heat, or (c) increase the floor space over what Intrado Comm requested in its original application. A complete application and engineering fee will be required when submitting a request that requires a major augment.

1.2.5.2 Minor augments of Collocation arrangements will require the submission of a complete application form and the minor augment fee. Minor augments are those requests that: (a) do not require additional DC and AC power, (b) do not add equipment that generates more BTU's of heat, (c) do not increase floor space, and (d) do not add transmission cables, over what Intrado Comm requested in its original application. The requirements of a minor augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for additional DS0, DS1, and DS3 facility terminations to access Verizon's unbundled network elements are included as minor augments, providing no additional transmission cables are required.

Minor augments that require an augment fee are those requests that require Verizon to perform a service or function on behalf of Intrado Comm including but not limited to: installation of virtual equipment cards or software upgrades, removal of virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

Minor augments that do not require a fee are those augments performed solely by Intrado Comm, that do not require Verizon to provide a service or function on behalf of Intrado Comm, including but not limited to, requests to install additional equipment in Intrado Comm Collocation space. Prior to the installation of the additional equipment,

Intrado Comm agrees to provide Verizon an application form with an updated equipment listing that includes the new equipment to be installed in Intrado Comm's Collocation arrangement. Once the equipment list is submitted to Verizon, Intrado Comm may proceed with the augment. Intrado Comm agrees that changes in equipment provided by Intrado Comm under this provision will not exceed the engineering specifications for power and HVAC as requested on original application. All augments will be subject to Verizon inspection, in accordance with term of this contract for the purpose of ensuring compliance with Verizon safety standards.

1.2.6 Expansion. Verizon will not be required to construct additional space to provide for Intrado Comm Collocation when available space has been exhausted. Where Intrado Comm seeks to expand its existing Collocation space, Verizon shall make contiguous space available to the extent possible; provided, however, Verizon does not guarantee contiguous space to Intrado Comm to expand its existing Collocation space. Intrado Comm requests for expansion of existing space within a specific Verizon premise will require the submission of an application form and the appropriate major augment fee.

1.2.7 Relocation. Intrado Comm requests for relocation of the termination equipment from one location to a different location within the same Verizon premise will be handled on an ICB basis. Intrado Comm will be responsible for all costs associated with the relocation of its equipment.

1.3 Installation and Operation.

1.3.1 Joint Planning and Implementation Levels for Physical Collocation. Verizon and Intrado Comm shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (caged and cageless) Collocation arrangement implementation interval is seventy-six (76) Business Days for all standard arrangement requests which were properly forecast six (6) months prior to the application date, subject to the conditions set forth for forecasting and capacity. Major construction obstacles or special Intrado Comm requirements may extend the interval by fifteen (15) Business Days, resulting in a ninety-one (91)-Business Day interval.

1.3.1.1 The interval for Collocation augments which were properly forecast six months prior to the application date, subject to Section 1.3.1.4 as well as the conditions for forecasting and capacity, is forty-five (45) Business Days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:

1.3.1.1.1 800 2 wire voice grade terminations, or

1.3.1.1.2 400 4 wire voice grade terminations, or

1.3.1.1.3 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central

office and where Intrado Comm is eligible for line sharing/line splitting, or

- 1.3.1.1.4 28 DS1 terminations, or
 - 1.3.1.1.5 24 DS3 terminations, or
 - 1.3.1.1.6 12 fiber terminations, or
 - 1.3.1.1.7 Conversion of 2 wire voice grade to 4 wire (minimum 100 – maximum 800), or
 - 1.3.1.1.8 2 feeds (1A and 1B) DC power fused at 60 amps or less, or
 - 1.3.1.1.9 DC Power as defined in 8 preceding, plus any one (1) additional item as defined in 1 through 7 preceding; or 2 of the following: a) 28 DS1 terminations; b) 3 DS3 terminations; or c) 12 fiber terminations. Intrado Comm must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at 85% utilization or above unless Intrado Comm can demonstrate to Verizon that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the forty-five (45) Business Day augment interval; or b) other good cause or causes that Intrado Comm cross connect capacity may be exceeded by the end of the forty-five (45) Business Day augment interval.
- 1.3.1.2 For 2 wire to 4 wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts.
 - 1.3.1.3 The following standard implementation milestones will apply, in Business Days, unless Verizon and Intrado Comm jointly decide otherwise:
 - 1.3.1.3.1 Day 1—Intrado Comm submits completed application and associated fee.
 - 1.3.1.3.2 Day 8—Verizon notifies Intrado Comm that request can be accommodated and advises of due date.
 - 1.3.1.3.3 Day 17—Intrado Comm notifies Verizon of its intent to proceed and submits 50% payment.
 - 1.3.1.3.4 Day 30—Material ships and is received at vendor warehouse; Intrado Comm provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where Intrado Comm is eligible for line sharing/line splitting).

- 1.3.1.3.5 Day 45—Augment (as defined herein) completes.
- 1.3.1.3.6 Day 76—Verizon and Intrado Comm attend Collocation acceptance meeting and Verizon turns over the Collocation arrangement to Intrado Comm. Day 76 also applies to completion of other augments not defined herein.
- 1.3.1.4 The forty-five (45) Business Day interval is subject to the following requirements:
 - 1.3.1.4.1 Infrastructure to support the requested augment must be in place (e.g., cable racking from common area to distributing frames, relay racks for splitter shelves, frame capacity for termination blocks, cable holes, fuse positions at existing Battery Distribution Fuse Boards (BDFBs).
 - 1.3.1.4.2 The Intrado Comm must install sufficient equipment to support requested terminations/facilities.
 - 1.3.1.4.3 In large central offices with complex cable runs (i.e., multiple floors), the Verizon may request to negotiate extensions to the forty-five (45) Business Day interval.
- 1.3.1.5 A preliminary schedule will be developed outlining major milestones. Intrado Comm and Verizon control various interim milestones they must complete in order to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone Intrado Comm misses (day for day). When Verizon becomes aware of the possibility of vendor delays, Verizon will first contact Intrado Comm to attempt to negotiate a new interval. If Verizon and Intrado Comm cannot agree, the dispute will be submitted to the Commission for prompt resolution. Verizon and Intrado Comm shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. Verizon will permit Intrado Comm to schedule one escorted visit to Intrado Comm's Collocation space during construction. The applicable labor rates in the Pricing Attachment will be applied for the escorted visit. In the case of extended intervals resulting from within Verizon's control or resulting from vendor delays, and provided the necessary security is in place, Verizon will permit Intrado Comm access to the Collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and Intrado Comm's work does not impair or interfere with Verizon in completing Verizon's work. Prior to Intrado Comm beginning the installation of its equipment, Intrado Comm must

sign a conditional acceptance of the Collocation arrangement. If Intrado Comm elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by Intrado Comm.

1.3.1.6 Intervals for non-standard arrangements, including adjacent Collocation, shall be mutually agreed upon by Intrado Comm and Verizon.

1.3.1.7 Verizon will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on an application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). Verizon will use its best efforts to minimize the additional time required to condition Collocation space, and will inform Intrado Comm of the time estimates as soon as possible.

1.3.2 Forecasting and Use of Data.

1.3.2.1 Verizon will request forecasts from Intrado Comm on a semi-annual basis, with each forecast covering a two-year period. Intrado Comm will be required to update the near-term (6-month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for virtual or physical (caged or cageless) Collocation, square footage required (physical), high-level list of equipment to be installed (virtual), and anticipated splitter arrangements where Intrado Comm is eligible for line sharing/line splitting. For augments, Intrado Comm may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.

If Verizon has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with Intrado Comm to determine the required space to be conditioned. If Verizon commits to condition space based on forecasts and if Intrado Comm is assigned space, Intrado Comm will give Verizon a non-refundable deposit equal to the application fee. Verizon will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. Verizon will consider forecasts in staffing decisions. Verizon will enter into planning discussions with Intrado Comm to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

1.3.2.2 Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. Verizon will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond Verizon's capacity limits, Verizon will negotiate longer intervals as required (and within reason). In general,

if forecasts are received less than two (2) months prior to the application date, the interval start day may be postponed as follows:

- 1.3.2.2.1 No forecast: Interval Start Date commences two (2) months after application receipt date.
- 1.3.2.2.2 Forecast received one (1) month or less prior to application receipt date: Interval Start Date commences two (2) months after application receipt date.
- 1.3.2.2.3 Forecast received greater than one (1) month and less than two (2) months prior to application receipt date: Interval Start Date commences one (1) month after application receipt date.
- 1.3.2.2.4 Forecast received two (2) months or more prior to application receipt date: Interval Start Date commences on the application receipt date.

Any such interval adjustments will be discussed with Intrado Comm at the time the application is received.

1.3.3 Collocation Capacity.

- 1.3.3.1 Verizon's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, Verizon will attempt to smooth the demand via negotiations with the forecasting CLECs. If Verizon and Intrado Comm fail to agree to smooth demand, Verizon will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the Commission Staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options.
- 1.3.3.2 If Verizon augments its workforce based on Intrado Comm forecasts and if Intrado Comm refuses to smooth demand as described in Section 1.3.3.1, Intrado Comm will be held accountable for the accuracy of their forecasts.

1.3.4 Vendor Capacity. Verizon will continuously seek to improve vendor performance for all premises work, including Collocation. Since the vendors require notice in order to meet increases in demand, Verizon will share Intrado Comm actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.

1.3.5 Responsibility for Vendor Delays. No party shall be excused from their obligations due to the acts or omissions of a Party's subcontractors, material, person, suppliers or other third persons providing such products or services to such Party unless such acts or omissions are the product of a Force Majeure Event, or unless such delay or failure

and the consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or failure to perform.

1.3.6 Space Preparation.

1.3.6.1 Cage Construction. For caged Collocation, Intrado Comm may construct the cage with a standard enclosure if they are a Verizon approved contractor or Intrado Comm may subcontract this work to a Verizon approved contractor.

1.3.6.2 Site Selection/Power. Verizon shall designate the space within its premise where Intrado Comm shall collocate its equipment. Verizon will assign Collocation space to Intrado Comm in a just, reasonable, and nondiscriminatory manner. Verizon will allow Intrado Comm requesting caged or cageless Collocation to submit space preferences on the Application Form prior to assigning caged and cageless Collocation space to Intrado Comm. Verizon will assign caged and cageless space in accordance with the following standards: (1) Intrado Comm's Collocation costs cannot be materially increased by the assignment; (2) Intrado Comm's occupation and use of Verizon's premises cannot be materially delayed by the assignment; (3) The assignment cannot impair the quality of service or impose other limitations on the service Intrado Comm wishes to offer; and (4) The assignment cannot reduce unreasonably the total space available for caged and cageless Collocation, or preclude unreasonably, caged and cageless Collocation within Verizon's premises.

Verizon may assign caged and cageless Collocation to space separate from space housing Verizon's equipment, provided that each of the following conditions is met: (1) Either legitimate security concerns, or operational constraints unrelated to Verizon's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (2) Any caged and cageless Collocation space assigned to an affiliate or subsidiary of Verizon is separated from space housing Verizon's equipment; (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space; (4) The cost of the separated space to Intrado Comm will not be materially higher than the cost of non-separated space; and (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

Where applicable, Verizon shall provide, at the rates set forth in the Pricing Attachment described in Section 1.5.1, 48V DC power with generator and/or battery back-up, heat, air conditioning and other environmental support to Intrado Comm's equipment in the same standards and parameters required for Verizon equipment within that Verizon premise. Intrado Comm may install AC convenience outlets and overhead lighting if Intrado Comm is a Verizon approved

contractor, or this work may be subcontracted to a Verizon approved contractor.

- 1.3.6.3 DC Power. Verizon will provide DC power to the Collocation arrangement as specified by Intrado Comm in its Collocation application. The Intrado Comm will specify the load on each feed and the size of the fuse to be placed on each feed. Intrado Comm must order a minimum of ten (10) load amps for each caged, cageless, and virtual Collocation arrangement. Intrado Comm may order additional DC Power (beyond the minimum) in one (1) amp increments. Charges for DC power will be applied based on the total number of load amps ordered on each feed.

For example, if Intrado Comm orders a total of 40 load amps of DC power and an A and B feed, Intrado Comm could order 20 load amps on the A feed and 20 load amps on the B feed. Verizon will permit Intrado Comm to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, Intrado Comm could order that each feed be fused at 50 amps if Intrado Comm wants one feed to carry the entire load in the event the other feed fails. Accordingly, Intrado Comm will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.

- 1.3.6.4 Intrado Comm is responsible for engineering the power consumption in its Collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. Verizon will engineer the power feeds to the Collocation arrangement in accordance with industry standards based upon requirements ordered by Intrado Comm in its Collocation application. Any subsequent orders to increase DC power load at a Collocation arrangement must be submitted on a Collocation application.
- 1.3.6.5 Verizon reserves the right to perform random inspections to verify the actual power load being drawn by a Collocation arrangement. At any time, without written notice, Verizon may measure the DC power drawn at an arrangement by monitoring Verizon's power distribution point. In those instances where Verizon needs access to the Collocation arrangement to make these measurements, Verizon will schedule a joint meeting with Intrado Comm.
- 1.3.6.6 If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.
- 1.3.6.7 If the inspection reveals that the power being drawn exceeds the total number of load amps ordered but is within the applicable buffer zone, as defined in Section 1.3.6.7.2, that arrangement is subject to the following treatment:

- 1.3.6.7.1 Verizon will provide Intrado Comm with written notification, by certified US mail to the person designated by Intrado Comm to receive such notice, that more power is being drawn than was ordered. Within ten (10) Business Days of the date of receipt of notification, Intrado Comm must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. Verizon will accept a certification signed by a representative of Intrado Comm that power consumption has been reduced to match the ordered load. Failure to reduce the power being drawn or submit a revised application within ten (10) Business Days will result in an increase in the amount of power being billed to the audited load amount.
- 1.3.6.7.2 For a Collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be 120% of load, as long as the second violation is not for the same Collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same Collocation arrangement, and for any violation where the Collocation arrangement has more than 100 amps fused, the buffer zone will be 110% of load.
- 1.3.6.8 If the first inspection reveals that the power being drawn is greater than the applicable buffer zone specified in 1.3.6.7.2, that arrangement is subject to the following treatment:
 - 1.3.6.8.1 Verizon will notify the person designated by Intrado Comm to receive such notice via telephone or e-mail that Verizon will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. Verizon will not wait for Intrado Comm or require it to be present during the second inspection.
 - 1.3.6.8.2 Additional Labor charges, as set forth in the Pricing Attachment, apply for the cost associated with performing this inspection.
 - 1.3.6.8.3 Intrado Comm may perform its own inspection at Intrado Comm's cage. Intrado Comm is not required to wait for Verizon or require it to be present during Intrado Comm test. Upon request of Intrado Comm, Verizon will send a representative to accompany Intrado Comm to conduct a joint inspection at Intrado Comm cage at no charge to Intrado Comm. Nothing herein

shall be construed to prohibit Intrado Comm from testing at its own cage. Intrado Comm will send the results of its own audit measurements to Verizon if they are taken in response to a notice of violation under this section and if Intrado Comm's measurements differ from Verizon's.

- 1.3.6.8.4 If the second test also exceeds the applicable buffer zone, Verizon will provide Intrado Comm with written notification, within ten (10) Business Days, by certified U.S. mail to the person designated by Intrado Comm to receive such notice that it has exceeded its ordered power. The notification will include: (1) initials or identifying number of Verizon technician(s) who performed the inspection; (2) dates and times of the inspections; (3) the make, model and type of test equipment used; (4) the length of monitoring and the results of the specific audit; (5) the total load amps currently being billed; (6) how the test was done; and (7) any other relevant information or documents.
- 1.3.6.8.5 Verizon will maintain a file of results taken of any inspections for two (2) years and such file will be made available to Intrado Comm that was audited, upon request. Verizon will treat as confidential information the identity of CLECs that it audits as well as the results of such audits, unless it receives prior written consent of the affected CLEC to disclose such information or is required by Applicable Law to disclose such information to a court or commission. The foregoing does not preclude Verizon from making the notice described in Section 1.3.6.8.6.
- 1.3.6.8.6 If Intrado Comm disagrees with the results of the audit, Intrado Comm will first notify Verizon. Verizon and Intrado Comm will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke dispute resolution processes set forth in this Agreement. The dispute resolution process set forth in this Agreement can be initiated by either party after thirty (30) calendar days have elapsed. This period commences: (1) ten (10) Business Days from receipt of the notification, in the case of violation within the buffer zone; or (2) after Intrado Comm has received notice of the second test, in the case of a violation over the buffer zone.
- 1.3.6.8.7 With the notification required by Section 1.3.6.8.4, Verizon will also notify Intrado Comm that it must submit a non-scheduled attestation

of the power being drawn at each of its remaining Collocation arrangements in the state. Intrado Comm must submit this non-scheduled attestation within fifteen (15) Business Days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of additional labor charges for any subsequent DC power inspections Verizon performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in Section 1.3.6.11.

1.3.6.9 If the inspection reveals that the power being drawn is greater than the applicable buffer zone set forth in Section 1.3.6.7.2, then Intrado Comm shall pay Verizon for additional power, as well as make separate and additional payments to a charitable organization agreed upon by the parties ("Charity") in accordance with the following:

1.3.6.9.1 For the first such violation within the same consecutive twelve (12) month period, Intrado Comm will be billed the audited load amount for four (4) months. Intrado Comm will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the audited load for four (4) months. Intrado Comm must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.

1.3.6.9.2 For the second such violation within the same consecutive twelve (12) month period, Intrado Comm will be billed the audited load amount for five (5) months. Intrado Comm will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the audited load for five (5) months. Intrado Comm must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.

1.3.6.9.3 For the third such violation within the same consecutive twelve (12) month period, Intrado Comm will be billed the audited load amount for six (6) months. Intrado Comm will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the audited load for six (6) months. Intrado Comm must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.

- 1.3.6.9.4 For more than three (3) violations within the same consecutive twelve (12) month period, Verizon will bill Intrado Comm at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received.
- 1.3.6.9.5 Verizon will notify Intrado Comm that it is being billed pursuant to this Section 1.3.6.9, designating the applicable number of months and also calculating the payment owed to the Charity, under the provisions set forth preceding.
- 1.3.6.9.6 At the conclusion of any dispute resolution proceeding, the above payments will be self-executing.
- 1.3.6.10 If Intrado Comm has requested a power augment under which the audited amount would be within the augmented load, plus the applicable buffer zone set forth in Section 1.3.6.7.2, and the augment is late due to the fault of Verizon, the payments specified in Section 1.3.6.9 will not be imposed and the parties will not count such an instance for purposes of implementing Section 1.3.6.9.5.
- 1.3.6.11 Annually, Intrado Comm must submit a written statement signed by a responsible officer of Intrado Comm, which attests that it is not exceeding the total load of power as ordered in its Collocation applications. This attestation, which must be received by Verizon no later than the last day of June, shall individually list all of Intrado Comm's completed Collocation arrangements provided by Verizon in the state. If Intrado Comm fails to submit this written statement by the last day in June, Verizon will notify Intrado Comm in writing that it has thirty (30) calendar days to submit its power attestation. Failure to submit the required statement within the thirty (30) calendar day notice period will result in the billing of DC power at each Collocation arrangement to be increased to the total number of amps fused until such time as Verizon receives the required written statement by Intrado Comm.
- 1.3.6.12 Whenever Verizon is required to perform work on a Collocation arrangement as a result of Intrado Comm's order for a reduction in power requirements (e.g., change in fuse size), Verizon will assess a non-recurring charge for the additional labor. The non-recurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in the Pricing Attachment.
- 1.3.6.13 If Intrado Comm orders a change in the power configuration requiring new -48 volt DC power feeds to the Collocation arrangement, Verizon will require an engineering/major augment Fee with an application, as set forth in the Pricing

Attachment, subject to the terms and conditions described in Section 1.2.5. In addition, if Intrado Comm's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the engineering/major augment fee as set forth in the Pricing Attachment applies. Verizon will work cooperatively with Intrado Comm to configure the new power distribution cables and disconnect the old ones.

1.3.7 Equipment and Facilities.

1.3.7.1 Purchase of Equipment. Intrado Comm will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the Collocation area. Verizon is not responsible for the design, engineering, or performance of Intrado Comm's equipment and provided facilities for Collocation. Upon installation of all transmission and power cables for Collocation services, Intrado Comm relinquishes all rights, title and ownership of transmission (excluding fiber entrance facility cable) and power cables to Verizon.

1.3.7.2 Permissible Equipment. Verizon shall permit the Collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards: (1) Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude Intrado Comm from obtaining interconnection with Verizon at a level equal in quality to that which Verizon obtains within its own network or Verizon provides to any of its affiliates, subsidiaries, or other parties; and (2) Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude Intrado Comm from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as Intrado Comm seeks to deploy it, meets either or both of the standards set forth in the preceding paragraph. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services Intrado Comm seeks to provide to its customers by means of the interconnection or unbundled network element. The Collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in the preceding paragraph must not cause the

equipment to significantly increase the burden on Verizon's property.

Whenever Verizon objects to Collocation of equipment by Intrado Comm for purposes within the scope of Section 251(c)(6) of the Act, Verizon shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above.

Intrado Comm may place in its caged Collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. Metal storage cabinets must meet Verizon premise environmental standards.

- 1.3.7.3 Specifications. Collocation facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), the Federal Communications Commission, the Commission, and any other governing authority having jurisdiction. All Intrado Comm entrance facilities and splices must comply with Telecordia Technologies' Generic Specification for Optical Fiber and Optical Fiber Cable (TR-TSY-00020), Cable Placing Handbook, Cable Splicing Handbook, Cable Maintenance Handbook, and General Information Tools and Safety, as they relate to fire, safety, health, environmental safeguards or interference with Verizon services or facilities. Intrado Comm designated and installed equipment located within Verizon premises must comply with the most recent issue, unless otherwise specified, of Telecordia Technologies' Network Equipment Building System (NEBS) Generic Equipment Requirements (GR-CORE-63) as it pertains to safety requirements. This equipment must also comply with the most current issue, unless otherwise specified, of Verizon's Network Equipment Installation Standards (Verizon Information Publication IP 72201) and Verizon's Central Office Engineering Standards (Verizon Information Publication IP 72013). Where a difference in specification may exist, the more stringent shall apply. If there is a conflict between industry standards and Verizon's technical specifications, Intrado Comm and Verizon will make a good faith effort to resolve the difference. Intrado Comm designated facilities shall not physically, electronically or inductively interfere with the facilities of Verizon, other CLEC(s), tenant(s) or any other party. If such interference occurs, Verizon may take action as permitted under Section 1.8.

Intrado Comm equipment must conform to the same specific risk/safety/hazard standards which Verizon imposes on its own central office equipment as defined in Verizon's NEBS requirements RNSA-NEB-95-0003, Revision 10 or higher. Intrado Comm equipment is not required to meet

the same performance and reliability standards as Verizon imposes on its own equipment as defined in Verizon's RNSA-NEB-95-0003, Revision 10 or higher. In addition, Intrado Comm may install equipment that has been deployed by Verizon for five (5) years or more with a proven safety record; however, this provision does not prohibit the installation of equipment less than five years old, provided the equipment meets the NEBS safety guidelines referenced in this section prior to the time of deployment. Verizon reserves the right to specify the type of cable, equipment and construction standards required in situations not otherwise covered in this Agreement. In such cases, Verizon will, at its discretion, furnish to Intrado Comm written material which will specify and explain the required construction.

- 1.3.7.4 Cable. Intrado Comm is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding and reduce the possibility of interference. Intrado Comm is responsible for providing fire retardant riser cable that meets Verizon standards. Verizon is responsible for placing Intrado Comm's fire retardant riser cable from the cable vault to the Collocation space. Verizon is responsible for installing Intrado Comm provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated inner duct. If Intrado Comm provides its own fiber optic facility, then Intrado Comm shall be responsible for bringing its fiber optic cable to the Verizon premise manhole. Intrado Comm must leave sufficient cable length for Verizon to be able to fully extend such cable through to Intrado Comm's Collocation space.
- 1.3.7.5 Manhole/Splicing Restrictions. Verizon reserves the right to prohibit all equipment and facilities, other than fiber optic cable, in its manholes. Intrado Comm will not be permitted to splice fiber optic cable in the first manhole outside of the Verizon premise. Where Intrado Comm is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by Verizon to be pulled through the Verizon premise to Intrado Comm's Collocation space. Verizon is responsible for installing a cable splice, if necessary, where Intrado Comm provided fiber optic cable meets Verizon standards within the Verizon premise cable vault or designated splicing chamber. Verizon will provide space and racking for the placement of an approved secured fire retardant splice enclosure.
- 1.3.7.6 Access Points and Restrictions. Points of interconnection and demarcation between Intrado Comm's facilities and Verizon's facilities will be designated by Verizon. This point(s) will be a direct connection(s) to Intrado Comm's network. Verizon shall have the right to require Intrado Comm to terminate Collocation facilities onto a Point of Termination (POT) Bay. Intrado Comm must tag all entrance facilities to indicate ownership. Intrado Comm will

not be allowed access to Verizon's DSX line-ups, MDF or any other Verizon facility termination points. Only Verizon employees, agents or contractors will be allowed access to the MDF, DSX, or fiber distribution panel to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

- 1.3.7.7 Staging Area. For caged and cageless Collocation arrangements, Intrado Comm shall have the right to use a designated staging area, a portion of the Verizon premise and loading areas, if available, on a temporary basis during Intrado Comm's equipment installation work in the Collocation space. Intrado Comm is responsible for protecting Verizon's equipment Verizon premise walls and flooring within the staging area and along the staging route. Intrado Comm will meet all Verizon fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to Verizon in an acceptable condition upon completion of the installation work. Intrado Comm may also utilize a staging trailer, which can be located on the exterior premises of Verizon premise. Verizon may assess Intrado Comm a market value lease rate for the area occupied by the trailer.
- 1.3.7.8 Testing. Upon installation of Intrado Comm's equipment, and with prior notice, Verizon and Intrado Comm will mutually agree to schedule a meeting prior to the turn-up phase of the equipment to ensure proper functionality between Intrado Comm's equipment and the connections to Verizon equipment. The time period for this to occur will correspond to Verizon's maintenance window installation requirements. It is solely the responsibility of Intrado Comm to provide their own monitor and test points, if required, for connection directly to its terminal equipment. If Intrado Comm cannot attend the scheduled turn-up phase meeting for any reason, Intrado Comm must provide Verizon with seventy-two (72) hours advanced written notice prior to the scheduled meeting. If Intrado Comm fails to attend the scheduled meeting without the advanced written notification, Verizon reserves the right to charge Intrado Comm additional labor rates set forth in the Pricing Attachment for subsequent turn-up meetings with Intrado Comm which are required to complete the turn-up phase of the Collocation arrangement.
- 1.3.7.9 Interconnection Between Collocated Spaces. Dedicated Transit Service (DTS), which allows for interconnection between Intrado Comm and another CLEC, provides a dedicated electrical or optical path between Collocation arrangements (caged, cageless, and virtual) of the same or of two different CLECs within the same Verizon premises, using Verizon provided distribution facilities. DTS is available for DS0, DS1, DS3, and dark fiber cross connects. In addition, Verizon will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) as requested by Intrado

Comm and agreed to by Verizon. Verizon will offer DTS to Intrado Comm as long as such access is technically feasible.

DTS is only available when both Collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Verizon premises, provided that the collocated equipment is used for interconnection with Verizon and/or for access to the Verizon's unbundled network elements. Verizon shall provide such DTS connections from Intrado Comm's Collocation arrangement to another Collocation arrangement of Intrado Comm within the same Verizon premises, or to a Collocation arrangement of another CLEC in the same Verizon premises. DTS is provided at the same transmission level from Intrado Comm to another CLEC.

The DTS arrangement requires Intrado Comm to provide cable assignment information for itself as well as for the other CLEC. Verizon will not make cable assignments for DTS. Intrado Comm is responsible for all DTS ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. When initiating a DTS request, Intrado Comm must submit an Access Service Request (ASR) and a letter of agency from the CLEC it is connecting to that authorizes the DTS connection and facility assignment. DTS is provided on a negotiated interval with Intrado Comm.

- 1.3.7.10 Optical Facility Terminations. If Intrado Comm requests access to unbundled dark fiber interoffice facilities, Intrado Comm may apply for a fiber optic patchcord connection(s) between Verizon's fiber distribution panel (FDP) and Intrado Comm's collocated transmission equipment and facilities. The fiber optic patchcord cross connect is limited in use solely in conjunction with access to unbundled dark fiber and Dedicated Transit Service.
- 1.3.7.11 Non-Compliant Installations and Operations. If at any time Verizon reasonably determines that either Intrado Comm's Collocation equipment or its engineering and installation do not meet the requirements outlined in this Attachment, Intrado Comm will be responsible for the costs associated with the removal of equipment or modification of the equipment or engineering and installation to render it compliant. If Intrado Comm fails to correct any non-compliance with these standards within thirty (30) days' written notice to Intrado Comm, Verizon may have the equipment removed or the condition corrected at Intrado Comm expense. If, during the installation phase, Verizon reasonably determines that any Intrado Comm designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental, security, or other laws or regulations, Verizon has the right to immediately stop the work until the problem is corrected to Verizon's satisfaction. However, when any of the above conditions poses an

immediate threat to the safety of Verizon employees, interferes with the performance of Verizon's service obligations, or poses an immediate threat to the physical integrity of the overhead superstructure or any other facilities of Verizon, Verizon may perform such work and/or take such action that Verizon deems necessary without prior notice to Intrado Comm. The reasonable cost of said work and/or actions shall be borne by Intrado Comm. Verizon reserves the right to remove products, facilities and equipment from its list of approved products upon ninety (90) days' notice to Intrado Comm if such products, facilities and equipment are determined to be no longer compliant with NEBS safety standards. If Intrado Comm equipment poses an immediate safety threat, Intrado Comm shall remove the equipment immediately.

1.3.8 Access to Collocation Space. Verizon will permit Intrado Comm's employees, agents, and contractors approved by Verizon to have direct access to Intrado Comm's caged and cageless Collocation equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to Verizon's restroom and parking facilities. Intrado Comm's employees, agents, or contractors must comply with the policies and practices of Verizon pertaining to fire, safety, and security. Verizon reserves the right, with twenty-four (24) hours prior notice to Intrado Comm, to access Intrado Comm's collocated partitioned space to perform periodic inspections to ensure compliance with Verizon installation, safety and security practices. Where Intrado Comm shares a common entrance to the Verizon premise with Verizon, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, Verizon reserves the right to permanently remove and/or deny access from Verizon premises, any Intrado Comm employee, agent, or contractor who violates Verizon's policies, work rules, or business conduct standards, or otherwise poses a security risk to Verizon.

1.3.9 Network Outage, Damage and Reporting. Intrado Comm shall be responsible for: (a) any damage or network outage occurring as a result of Intrado Comm owned or Intrado Comm designated termination equipment in Verizon premise; (b) providing trouble report status when requested; (c) providing a contact number that is readily accessible twenty-four (24) hours a day, seven (7) days a week; (d) notifying Verizon of significant outages which could impact or degrade Verizon's switches and services and provide estimated clearing time for restoral; and (e) testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to Intrado Comm service.

Verizon will make every effort to contact Intrado Comm in the event Intrado Comm equipment disrupts the network. If Verizon is unable to make contact with Intrado Comm, Verizon shall temporarily disconnect Intrado Comm's service, as provided in Section 1.3.11.

1.3.10 Security Requirements.

1.3.10.1 Security Measures. Intrado Comm agrees that its employees/vendors with access to Verizon premise shall at

all times adhere to the rules of conduct established by Verizon for the Verizon premises and Verizon's personnel and vendors. Verizon reserves the right to make changes to such procedures and rules to preserve the integrity and operation of Verizon's network or facilities or to comply with applicable laws and regulations. Verizon will provide Intrado Comm with written notice of such changes. Where applicable, Verizon will provide information to Intrado Comm on the specific type of security training required so Intrado Comm's employees can complete such training.

Intrado Comm will maintain with Verizon a list of all Intrado Comm employees who are currently authorized by Intrado Comm to access its caged and cageless Collocation space and will include social security numbers of all such individuals. Intrado Comm will also maintain with Verizon a list of its collocated-approved vendors and their social security numbers who request access to caged and cageless Collocation space. Only those individuals approved by Verizon will be allowed access to Verizon premises and caged and cageless Collocation space. Where required by agencies of federal, state, or local government, only individuals that are U.S. citizens will be granted access. All Intrado Comm personnel must obtain and prominently display a valid non-employee Verizon identification card. Former employees of Verizon will be given access to Verizon premises by Intrado Comm in accordance with the Verizon's normal security procedures applicable to any Vendor(s) or Contractor(s) on Verizon's premises. Verizon reserves the right to revoke any identification badge and/or access card of any Intrado Comm employee or agent found in violations of the terms and conditions set forth herein.

Intrado Comm must follow Verizon's security guidelines, which are published on Verizon's web site. Verizon may suspend an Intrado Comm employee or agent from Verizon's premises if his/her actions materially affect the safety and/or integrity of Verizon's network or the safety of Verizon or other Intrado Comm employees/agents. Unless Intrado Comm employee or agent poses an immediate threat to Verizon or other CLECs, Verizon will provide Intrado Comm with a written explanation of violations committed by the Intrado Comm employee or agent four (4) Business Days prior to suspending Intrado Comm employee or agent from Verizon premises. Intrado Comm will have two (2) Business Days to respond to Verizon's notification. Any such employee or agent may later be allowed readmission to Verizon premises on mutually agreeable terms. Nothing in this section, however, restricts Verizon's authority to bar the Intrado Comm employee or agent from Verizon premises for violating Verizon's security guidelines.

- 1.3.10.2 Security Standards. Verizon will be solely responsible for determining the appropriate level of security in each Verizon premise. Verizon reserves the right to deny access to

Verizon buildings and/or outside facility structures for any Intrado Comm employee, agent or contractor who cannot meet Verizon's established security standards. Employees, agents or contractors of Intrado Comm are required to meet the same security requirements and adhere to the same work rules that Verizon's employees and contractors are required to follow. Verizon also reserves the right to deny access to Verizon buildings and/or outside facility structures for Intrado Comm's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause. Intrado Comm employees, agents or contractors who meet Verizon's established security standards will be provided access to Intrado Comm's caged and cageless Collocation equipment 24 hours a day, seven days a week and reasonable access to Verizon's restroom facilities. If Intrado Comm employees, agents or contractors request and are granted access to other areas of Verizon's premises, a Verizon employee, agent or contractor may accompany and observe Intrado Comm employee(s), agent(s) or contractor(s) at no cost to Intrado Comm. Verizon may use reasonable security measures to protect its equipment, including, for example, enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by Verizon.

Verizon may require Intrado Comm employees and contractors to use a central or separate entrance to Verizon's premises, provided, however, that where Verizon requires that Intrado Comm employees or contractors access collocated equipment only through a separate entrance, employees and contractors of Verizon's affiliates and subsidiaries will be subject to the same restriction.

Verizon may construct or require the construction of a separate entrance to access caged and cageless Collocation space, provided that each of the following conditions is met: (i) Construction of a separate entrance is technically feasible; (ii) Either legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (iii) Construction of a separate entrance will not artificially delay Collocation provisioning; and (iv) Construction of a separate entrance will not materially increase Intrado Comm's Collocation costs.

- 1.3.10.3 Access Cards/Identification. Access cards or keys will be provided to no more than a reasonable number of individuals for Intrado Comm for each Verizon premise for the purpose of installation, maintenance and repair of Intrado Comm's caged and cageless Collocation equipment. All Intrado Comm employees, agents and contractors requesting access to the Verizon premise are required to have a photo identification card, which identifies the person

by name and the name of Intrado Comm. The ID must be worn on the individual's exterior clothing while on or at Verizon premises. Verizon will provide Intrado Comm with instructions and necessary access cards or keys to obtain access to Verizon premises. Intrado Comm is required to immediately notify Verizon by the most expeditious means, when any Intrado Comm's employee, agent or contractor with access privileges to Verizon premises is no longer in its employ, or when keys, access cards or other means of obtaining access to Verizon premises are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. Intrado Comm is responsible for the immediate retrieval and return to Verizon of all keys, access cards or other means of obtaining access to Verizon premises upon termination of employment of Intrado Comm's employee and/or termination of service. Intrado Comm shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of Intrado Comm or Intrado Comm's employee, agent or contractor to return to Verizon.

- 1.3.11 Emergency Access. Intrado Comm is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. Intrado Comm will provide access to its Collocation space at all times to allow Verizon to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Verizon regulations and standards related to fire, safety, health and environment safeguards. Verizon will attempt to notify Intrado Comm in advance of any such emergency access. If advance notification is not possible Verizon will provide notification of any such entry to Intrado Comm as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact Intrado Comm's facilities or equipment and its ability to provide service. Verizon will restrict access to Intrado Comm's Collocation space to persons necessary to handle such an emergency. The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. Verizon reserves the right, without prior notice, to access Intrado Comm's Collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by Intrado Comm or Intrado Comm's equipment upon the operation of Verizon's or another CLEC's equipment, facilities and/or employees located outside Intrado Comm's Collocation space. Verizon will notify Intrado Comm as soon as possible when such an event has occurred. In case of a Verizon work stoppage, Intrado Comm's employees, contractors or agents will comply with the emergency operation procedures established by Verizon. Such emergency procedures should not directly affect Intrado Comm's access to its premises, or ability to provide service. Intrado Comm will notify Verizon point of contact of any work stoppages by Intrado Comm employees.

1.4 Space Requirements.

- 1.4.1 Space Availability. If Verizon is unable to accommodate caged and cageless Collocation requests at a Verizon premise due to space limitations or other technical reasons, Verizon will post a list of all such sites on its website and will update the list within ten (10) calendar days of the date at which a Verizon premise runs out of caged and cageless Collocation space. This information will be listed at the following public Internet URL: <http://www.verizon.com/regulatory>. Where Verizon has denied caged and cageless Collocation requests at a Verizon premise due to space limitations or other technical reasons, Verizon shall: (a) submit to the state commission, subject to any protective order as the state may deem necessary, detailed floor plans or diagrams of the Verizon premise which show what space, if any, Verizon or any of its affiliates has reserved for future use; and describe in detail, the specific future uses for which the space has been reserved and the length of time for each reservation; and (b) allow Intrado Comm to tour the entire premises of the Verizon premise, without charge, within ten (10) calendar days of the tour request.
- 1.4.2 Minimum/Maximum/Additional Space. The standard sizes of caged Collocation space will be increments of 100 square feet unless mutually agreed to otherwise by Verizon and Intrado Comm. The minimum amount of floor space available to Intrado Comm at the time of the initial application will be twenty-five (25) square feet of caged Collocation space or one (1) single bay in the case of cageless Collocation. The maximum amount of space available in a specific Verizon premise to Intrado Comm will be limited to the amount of existing suitable space which is technically feasible to support the Collocation arrangement requested. Existing suitable space is defined as available space in a Verizon premise that does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning Collocation services. Additional space to provide for caged, cageless and/or adjacent Collocation will be provided on a per request basis, where available. Additional space can be requested by Intrado Comm by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in the Pricing Attachment. Verizon will not be required to lease additional space when available space has been exhausted.
- 1.4.3 Use of Space. Verizon and Intrado Comm will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, Intrado Comm shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within Verizon's premises. Intrado Comm shall use the Collocation space solely for the purposes of installing, maintaining and operating Intrado Comm's equipment to interconnect for the exchange of traffic with Verizon and/or for purposes of accessing UNEs. Intrado Comm shall not construct improvements or make alterations or repairs to the Collocation space without the prior written approval of Verizon. The Collocation space may not be used for administrative purposes and may not be used as Intrado Comm's employee(s) work location, office or retail space, or storage. The Collocation space shall not be used as Intrado Comm's mailing or shipping address.

1.4.4 Reservation of Space. Verizon reserves the right to manage its Verizon premise conduit requirements and to reserve vacant space for planned facility. Verizon will retain and reserve a limited amount of vacant floor space within its Verizon premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve Collocation space for their own future use. If the remaining vacant floor space within a Verizon premise is reserved for Verizon's own specific future use, the Verizon premise will be exempt from future caged and cageless Collocation requests. Intrado Comm shall not be permitted to reserve Verizon premise cable space or conduit system. If new conduit is required, Verizon will negotiate with Intrado Comm to determine an alternative arrangement for the specific location. Intrado Comm will be allowed to reserve Collocation space for its caged/cageless arrangements based on Intrado Comm's documented forecast provided Verizon and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to Verizon seeking to reserve vacant space for its own specific use. Cageless Collocation bays may not be used solely for the purpose of storing Intrado Comm equipment.

1.4.5 Collocation Space Report. Upon request by Intrado Comm and upon Intrado Comm signing a Collocation nondisclosure agreement, Verizon will make available a Collocation space report with the following information for the Verizon premise requested:

- 1.4.5.1 Detailed description and amount of caged and cageless Collocation space available;
- 1.4.5.2 Number of telecommunications carriers with existing Collocation arrangements;
- 1.4.5.3 Modifications of the use of space since the last Collocation space report requested; and,
- 1.4.5.4 Measures being taken, if any, to make additional Collocation spaces available.

The Collocation space report is not required prior to the submission of a Collocation application for a specific Verizon premise in order to determine Collocation space availability for the Verizon premise. The Collocation space report will be provided to Intrado Comm within ten (10) calendar days of the request provided the request is submitted during the ordinary course of business. A Collocation space report fee contained in the Pricing Attachment will be assessed per request and per Verizon premise.

1.4.6 Reclamation. When initiating an application form, Intrado Comm must have started installing equipment approved for Collocation at Verizon premise within a reasonable period of time, not to exceed sixty (60) calendar days from the date Intrado Comm accepts the Collocation arrangement. If Intrado Comm does not utilize its Collocation space within the established time period, and has not met the space reservation requirements of Section 1.4.4 to the extent applicable, Verizon may reclaim the unused Collocation space to accommodate another CLEC's request or Verizon's future space requirements.

Verizon shall have the right, for good cause shown, and upon sixty (60) calendar days' notice, to reclaim any Collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its Tariffs to provide telecommunication services to its Customers. In such cases, Verizon will reimburse Intrado Comm for reasonable direct costs and expenses in connection with such reclamation. Verizon will make every reasonable effort to find other alternatives before attempting to reclaim any such space. Intrado Comm may seek Commission relief from reclamation within ten (10) Business Days of being notified.

1.5 Pricing.

1.5.1 Rate Sheet. The rates for Verizon's Collocation services provided pursuant to this Agreement are set forth in the Pricing Attachment only to the extent that there are no corresponding rates in an applicable Verizon Collocation Tariff that has been filed with the Commission and become effective. If there is a Verizon Collocation Tariff that has been filed with the Commission and become effective, the rates in such Tariff shall apply and the rates set forth in the Pricing Attachment shall not apply.

1.5.2 Subsequent to the execution of this Agreement, Verizon also may elect to file a Collocation Tariff with the Commission with provisions addressing any of the rates specified in this Agreement. Any such Tariff, when it becomes effective, shall supersede and replace the corresponding rates set forth in the Pricing Attachment and such rates specified in the Pricing Attachment shall cease to be effective. Notwithstanding anything in this Agreement to the contrary, the rates identified in this Collocation Attachment also may be superseded prospectively by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements.

1.5.3 Billing and Payment. The initial payment of NRCs shall be due and payable in accordance with Section 1.3.1. The balance of the NRCs and all related monthly recurring service charges will be billed to Intrado Comm when Verizon provides Intrado Comm access to the caged, cageless or adjacent Collocation arrangement or completes installation of the virtual Collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

1.6 Liability and Indemnification.

In addition to their other respective indemnification and liability obligations set forth in this Agreement, each Party shall meet the following obligations. To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control. The fact that a provision appears in another part of the Agreement but not in this Attachment, or in this Attachment but not in another part of the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict.

1.6.1 No liability shall attach to Verizon for damages arising from errors, mistakes, omissions, interruptions, or delays of Verizon, or its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities

(including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct. Subject to the provisions following, with respect to any claim or suit, by Intrado Comm or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, Verizon's liability, if any, shall not exceed an amount equal to the proportionate charge by Verizon for the service for the period during which service was affected.

- 1.6.2 Verizon shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.
- 1.6.3 Verizon is not liable for damages to Intrado Comm premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by Verizon's gross negligence or willful misconduct.
- 1.6.4 Verizon shall be indemnified, defended and held harmless by Intrado Comm and/or its end user against any claim, loss or damage arising from the use of services offered under this Attachment, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of Intrado Comm or its end user in connection with facilities provided by Verizon, Intrado Comm, or the end user.
- 1.6.5 Verizon shall not be liable to Intrado Comm or its customers in connection with the provision or use of the services provided under this Attachment for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind, even if Verizon has been advised of the possibility of such loss or damage.
- 1.6.6 Verizon does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. Verizon shall be indemnified, defended and held harmless by Intrado Comm from any and all claims by any person relating to Intrado Comm's use of services so provided.
- 1.6.7 No license under patents (other than the limited license to use) is granted by Verizon or shall be implied or arise by estoppel, with respect to any service offered under this Attachment.
- 1.6.8 Verizon's failure to provide or maintain services under this Attachment shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against Verizon, acts of God and other circumstances beyond Verizon's reasonable control.
- 1.6.9 Verizon shall not be liable for any act or omission of any other entity furnishing to Intrado Comm facilities, equipment, or services used in conjunction with the services provided under this Attachment. Nor shall Verizon be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of Intrado Comm or

Intrado Comm's end user, or due to the failure of equipment, facilities, or services provided by Intrado Comm or its end user.

- 1.6.10 Verizon shall not be liable to Intrado Comm or to any third party for any physical damage to Intrado Comm's facilities or equipment within the central office, unless caused by the gross negligence or willful misconduct of Verizon's agents or employees.
- 1.6.11 Intrado Comm shall indemnify, defend and save harmless Verizon from and against any and all losses, claims, demands, causes of action and costs, including attorney's fees, whether suffered, made, instituted or asserted by Intrado Comm or by any other party or person, for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of Intrado Comm's equipment or facilities or by their proximity to the equipment or facilities of any person occupying space within or on the exterior of Verizon's premises, or by any act or omission of Intrado Comm or Intrado Comm's employees, agent or contractors, in connection therewith. These provisions shall survive the termination, cancellation, modification or rescission of the Agreement for at least 18 months from the date of the termination.
- 1.6.12 Intrado Comm shall indemnify, defend and save harmless Verizon from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages, costs and expenses of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence, in, or the occupancy of the Verizon premises by Intrado Comm, and/or acts by Intrado Comm, its employees, agents or contractors.
- 1.6.13 Intrado Comm shall indemnify, defend, and hold harmless Verizon, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorney's fees, arising out of or relating to Intrado Comm installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.
- 1.6.14 Intrado Comm represents, warrants and covenants that it shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. Intrado Comm shall indemnify, defend, and hold harmless Verizon, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by Intrado Comm, its directors, officers, employees, servants, agents, affiliates and parent. These provisions shall survive the termination, cancellation, modification or rescission of the Agreement for at least 18 months from the date of the termination.

- 1.6.15 Verizon and Intrado Comm shall each be responsible for all persons under their control or aegis working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the Verizon premises and, as appropriate, cable space.

1.7 Casualty.

- 1.7.1 If the Collocation equipment location or any part thereof is damaged by fire or other casualty, Intrado Comm shall give immediate notice thereof to Verizon. The terms and conditions of this Attachment shall remain in full force and effect with the following modifications:

- 1.7.1.1 If the Collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty caused by Verizon, the damages thereto shall be repaired by and at the expense of Verizon. Non-recurring and monthly recurring charges, until such repair is substantially completed, shall be apportioned from the day following the casualty according to the part of the Collocation equipment location which is usable. Verizon reserves the right to elect not to restore the Collocation equipment location under the conditions specified in 1.8.2. If Verizon elects to restore the Collocation equipment location, Verizon shall inform Intrado Comm of its plans to repair/restore the Collocation equipment location as soon as it is practicable and will work in good faith to restore service to Intrado Comm as soon as possible. Verizon shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Verizon's reasonable control.
- 1.7.1.2 If the Collocation equipment location or any part thereof is totally damaged or rendered wholly unusable by fire or other casualty caused by Verizon, then applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Collocation equipment location shall have been repaired and restored by Verizon. Verizon reserves the right to elect not to restore the Collocation equipment location under the conditions specified in 1.8.2. If Verizon elects to restore the Collocation equipment location, Verizon shall inform Intrado Comm of its plans to repair/restore the Collocation equipment location as soon as it is practicable and will work in good faith to restore service to Intrado Comm as soon as possible. Verizon shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Verizon's reasonable control.
- 1.7.1.3 If the Collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty through no fault of Verizon or Intrado Comm, then the applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the

casualty and thenceforth shall cease until the date when the Collocation equipment location shall have been repaired and restored. Any repair or restoration work undertaken by Intrado Comm in its Collocation arrangement must be done by a Verizon-approved contractor and must be approved in advance by Verizon. Verizon reserves the right to discontinue Intrado Comm's Collocation equipment location or any part thereof under the conditions specified in 1.8.2.

- 1.7.1.4 If the Collocation equipment location or any part thereof is totally damaged, rendered wholly unusable, partially damaged or rendered partially unusable by fire or other casualty caused by Intrado Comm, the liability and indemnification provisions of this Attachment shall apply and Verizon may terminate Intrado Comm Collocation arrangement immediately.
- 1.7.2 If the Collocation equipment location or any part thereof is rendered wholly unusable through no fault of Intrado Comm, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Verizon shall decide to demolish it or to rebuild it, then, in any of such events, Verizon may elect to discontinue Intrado Comm Collocation equipment location or any part thereof. In this event, Verizon will provide Intrado Comm with written notification within ninety (90) days after such fire or casualty specifying a date for discontinuance. The date of discontinuance shall not be more than sixty (60) days after the issuance of such notice to Intrado Comm. Intrado Comm must vacate the premises by the date specified in the notice. Verizon's rights against Intrado Comm under this Attachment prior to such discontinuance and any applicable non-recurring and monthly recurring charges owing shall be paid up to the date of discontinuance. Any payments of monthly recurring charges made by Intrado Comm, which were on account of any period subsequent to such date shall be returned to Intrado Comm.
- 1.7.3 After any such casualty and upon request by Verizon, Intrado Comm shall remove from the Collocation equipment location and other associated space, as promptly as reasonably possible, all of Intrado Comm salvageable inventory and movable equipment, furniture and other property.
- 1.7.4 In the event non-recurring and/or recurring charges were suspended pursuant to 1.8.1, Intrado Comm liability for applicable non-recurring and monthly recurring charges shall resume either upon occupancy by Intrado Comm or thirty (30) days after written notice from Verizon that the Collocation equipment location or any part thereof is restored to a condition comparable to that existing prior to such casualty, which ever comes first.
- 1.7.5 Nothing contained in these provisions shall relieve Intrado Comm from liability that may exist as a result of damage from fire or other casualty.
- 1.7.6 Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by

law, Verizon and Intrado Comm each will release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums.

- 1.7.7 Verizon will not carry insurance on the Intrado Comm furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Intrado Comm and therefore will not be obligated to repair any damage thereto or be obligated to replace the same.

1.8 Implementation and Termination of Service.

- 1.8.1 Implementation of Collocation Charges. Verizon shall provide Intrado Comm with a notice ("Scheduled Completion Notice") indicating the scheduled completion date ("Scheduled Completion Date") for the Collocation arrangement. Verizon shall also provide a notice that will remind Intrado Comm of the Scheduled Completion Date and will request Intrado Comm to schedule and attend a "Collocation Acceptance Meeting" ("CAM"). Collocation charges will be implemented in accordance with this section regardless of the readiness of Intrado Comm to utilize the completed Collocation arrangement.

- 1.8.1.1 Collection of Non-Recurring Charges. The initial payment of non-recurring charges (NRCs) shall be due and payable in accordance with Section 1.3.3. Intrado Comm shall pay the balance of the NRCs ("NRC Balance") upon Intrado Comm acceptance of the Collocation arrangement or thirty (30) calendar days after the Collocation arrangement is completed, whichever comes first.

- 1.8.1.2 Commencement of Recurring Charges. Monthly recurring charges will commence upon CLEC acceptance of the Collocation arrangement or thirty (30) calendar days after the Collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Section 1.8).

- 1.8.1.3 Extension Request. A CLEC may request to extend or delay the Scheduled Completion Date of a Collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a Collocation arrangement must notify Verizon in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for Verizon to delay billing of monthly recurring charges for the applicable Collocation arrangement, Intrado Comm must remit the NRC Balance to Verizon for the Collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by Verizon until the space for the Collocation arrangement is accepted by Intrado Comm or the six (6) month extension period has expired, whichever comes first.

At any time during or after the extension period, if Intrado Comm terminates its Collocation arrangement, the termination shall be governed by Section 1.8.4.

If Verizon ascertains the space for the Collocation arrangement is needed to satisfy another CLEC's Collocation request prior to the end of the six (6) month extension period, Verizon will notify Intrado Comm that its Collocation space has been requested by another CLEC. Intrado Comm will have up to five (5) Business Days after the notification to retain the Collocation space by notifying Verizon in writing that it desires to keep the space ("Retention Notice"). If Intrado Comm retains the Collocation space, monthly recurring charges shall commence for Intrado Comm thirty (30) calendar days after Intrado Comm sends the Retention Notice or when Intrado Comm accepts the space, whichever comes first.

- 1.8.2 Grounds for Termination by Verizon. Failure by Intrado Comm to comply with the terms and conditions of this Attachment, including nonpayment of rates and charges, may result in termination of Collocation service. In addition to the other grounds for termination of Collocation services set forth herein, Verizon reserves the right to terminate such services upon thirty (30) calendar days notice in the event Intrado Comm: (a) is not in conformance with provisions of this Attachment or other Company standards and requirements; and/or (b) imposes continued disruption and threat of harm to Company employees and/or network, or Verizon's ability to provide service to other CLECs.

Verizon also reserves the right to terminate such services, without prior notice, in the event Intrado Comm's Collocation arrangement imposes emergency conditions, such as fire or other unsafe conditions, upon the operation of Verizon's equipment and facilities or to Company employees located outside Intrado Comm's Collocation space.

Verizon reserves the right to inspect Intrado Comm's Collocation arrangement to determine if sufficient DC Power and/or facility terminations are being used to maintain interconnection and/or access to unbundled network elements. If Verizon determines that the Collocation arrangement is not being used for interconnection and/or access to unbundled network elements (from, for example, insufficient DC Power and/or facility terminations), Verizon reserves the right to terminate Intrado Comm's Collocation service upon thirty (30) calendar days notice.

If Verizon elects to terminate a Collocation arrangement pursuant to this section, the termination shall be governed by Section 1.8.4.

- 1.8.3 Termination by CLEC. Intrado Comm must notify Verizon in writing of its plans to terminate a Collocation arrangement ("CLEC Termination Notice"), and such Intrado Comm termination shall be governed by this Section.

1.8.3.1 Termination After Completion. If Intrado Comm elects to terminate an existing Collocation arrangement after a Collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after Verizon's receipt of Intrado Comm Termination Notice. If CLEC terminates a Collocation arrangement under this section, the termination shall be governed by Section 1.8.4 and Intrado Comm remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 1.8.1. If the Collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, Intrado Comm shall include a list of any such owners and secured parties in Intrado Comm Termination Notice.

1.8.3.2 Termination Prior to Completion. If Intrado Comm elects to terminate a request for Collocation when construction is in progress and prior to completion of the Collocation arrangement, the termination will be effective upon Verizon's receipt of Intrado Comm Termination Notice. For all non-recurring charges associated with providing the Collocation arrangement, Intrado Comm will be billed and is responsible for payment of non-recurring charges in accordance with the following (for the purposes of this section, the number of "Days" refers to Business Days measured from Verizon's receipt of a complete application from Intrado Comm):

1.8.3.2.1 Effective date of Intrado Comm termination on or between Days 1 to 15, Intrado Comm owes 20% of non-recurring charges.

1.8.3.2.2 Effective date of Intrado Comm termination on or between Days 16 to 30, Intrado Comm owes 40% of non-recurring charges.

1.8.3.2.3 Effective date of Intrado Comm termination on or between Days 31 to 45, Intrado Comm owes 60% of non-recurring charges.

1.8.3.2.4 Effective date of Intrado Comm termination on or between Days 46 to 60, Intrado Comm owes 80% of non-recurring charges.

1.8.3.2.5 Effective date of Intrado Comm termination after Day 60, Intrado Comm owes 100% of non-recurring charges.

If after applying these percentages to NRCs already paid by Intrado Comm, any refunds are due Intrado Comm, such refunds shall be applied first as a credit to any accounts with balances owed by Intrado Comm to Verizon, with any remaining refund amount issued to Intrado Comm. Engineering/major augment fees submitted with the application will not be refunded. Intrado Comm Termination Notice must be received by Verizon prior to the Scheduled

Completion Date to avoid incurring any monthly recurring charges.

- 1.8.4 Effects of Termination. If Verizon or Intrado Comm terminates a Collocation arrangement under the terms and conditions of this Attachment, the following provisions shall apply:

1.8.4.1 Equipment Removal and Monthly Recurring Charges. Intrado Comm shall disconnect and remove its equipment from the designated Collocation space by the effective date of the termination. Upon removal by Intrado Comm of all its equipment from the Collocation space, if Intrado Comm does not restore the Collocation space to its original condition at time of occupancy, Intrado Comm will reimburse Verizon for the cost to do so. Due to physical and technical constraints, removal of Intrado Comm entrance facility cable will be at Verizon's option. Intrado Comm shall reimburse Verizon for all costs Verizon incurs to decommission DC Power and transmission cable terminations previously applied for by Intrado Comm. Verizon reserves the right to remove Intrado Comm's equipment if Intrado Comm fails to remove and dispose of the equipment by the effective date of the termination. Intrado Comm will be charged the appropriate additional labor charge in the Pricing Attachment for the removal and disposal of such equipment. All monthly recurring charges will continue to be charged to Intrado Comm until the effective date of the termination or, at Verizon discretion, until any later date up to the date that all equipment is removed and the Collocation space is restored to its original condition at space turnover.

1.8.4.2 Refund of Non-Recurring Charges. If Verizon or Intrado Comm has terminated a Collocation arrangement pursuant to Sections 1.8.2 and 1.8.3 and Intrado Comm ("original CLEC") has paid a non-recurring charge(s) for an asset in a Collocation arrangement, and is succeeded by another CLEC who uses the same asset ("subsequent CLEC"), Intrado Comm will receive a refund from Verizon for the remaining undepreciated amount of the asset upon occupancy by the subsequent CLEC up to the applicable non-recurring charges paid by the subsequent CLEC. If Verizon uses an asset for which Intrado Comm paid a non-recurring charge, Verizon will make a pro rata refund of such paid non-recurring charges to Intrado Comm. For purposes of calculating prorated refunds to Intrado Comm, Verizon will use the economic life of the asset. Any refunds issued pursuant to this section shall be applied first as a credit to any accounts with balances owed by Intrado Comm to Verizon, and any remaining refund amount will be issued to Intrado Comm. Engineering/major augment fees submitted with the application and any other paid non-recurring charges not associated with the asset will not be refunded.

1.8.5 Closure, Decommissioning or Sale of Premises. Collocation arrangements will automatically terminate if the premise in which the Collocation space is located is closed, decommissioned or sold and no longer houses Verizon's network facilities. At least one hundred eighty (180) days written notice will be given to Intrado Comm of events which may lead to the automatic termination of any such arrangement pursuant to the terms and conditions of this Attachment, except when extraordinary circumstances require a shorter interval. In such cases, Verizon will provide notice to Intrado Comm as soon as practicable. Verizon will work with Intrado Comm to identify alternate Collocation arrangements. Verizon will work cooperatively with Intrado Comm to minimize any potential for service interruption resulting from such actions.

1.8.6 Miscellaneous. Verizon retains ownership of Verizon premise floor space, adjacent land and equipment used to provide all forms of Collocation. Verizon reserves for itself and its successors and assignees, the right to utilize the Verizon premises' space in such a manner as will best enable it to fulfill Verizon's service requirements. Intrado Comm does not receive, as a result of entering into a Collocation arrangement hereunder, any right, title or interest in Verizon's premise facility, the multiplexing node, multiplexing node enclosure, cable, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that Intrado Comm requires use of a Verizon local exchange line, Intrado Comm must order a business local exchange access line (B1). Intrado Comm may not use Verizon official lines.

1.9 Virtual Collocation.

Unless otherwise specified in this Section 1.9, the provisions contained in other sections of the Collocation Attachment shall apply to virtual Collocation.

1.9.1 Description. Under virtual Collocation, Verizon installs and maintains Intrado Comm provided equipment, which is dedicated to the exclusive use of Intrado Comm in a Collocation arrangement. Intrado Comm provides fiber-optic facilities through Verizon entrance manholes for connection to Intrado Comm virtually collocated transmission equipment that provides interconnection to Verizon facilities located in the premises.

The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole into the premises, Verizon shall assume ownership of and maintain the fiber. From this manhole toward Intrado Comm's location, the fiber optic cable remains Intrado Comm's responsibility, with Intrado Comm performing all servicing and maintaining full ownership. If Intrado Comm is purchasing Verizon provided unbundled interoffice facilities as transport, Intrado Comm entrance fiber is not required. All elements/services shall be connected to the output cables of the virtual Collocation arrangement using Verizon designated cable assignments, not channel assignments.

Virtual Collocation is offered on a first come, first served basis and is provided subject to the availability of space and facilities in each premises where virtual Collocation is requested.

If Intrado Comm requests virtual Collocation of equipment other than the standard virtual arrangement, Intrado Comm and Verizon will mutually agree upon the type of equipment to be virtually collocated.

- 1.9.2 Implementation Intervals and Planning. Verizon and Intrado Comm shall work cooperatively to jointly plan the implementation milestones. Verizon and Intrado Comm shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the Intrado Comm-provided transmission equipment and for training.

Verizon will notify Intrado Comm of issues or unanticipated delays, as they become known. Verizon and Intrado Comm shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.

The implementation interval is 76 Business Days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the provisions in this Attachment governing forecasting and capacity. Intrado Comm shall deliver the virtual Collocation equipment to Verizon premises by Business Day forty (40). Verizon and Intrado Comm shall work cooperatively to schedule each site on a priority-based order. Verizon and Intrado Comm shall mutually agree upon intervals for non-standard arrangements.

- 1.9.3 Transmission Failure. Intrado Comm shall be responsible for monitoring and reporting signal loss to Verizon. In the event of a transmission failure, Intrado Comm shall be responsible for initial trouble isolation as set forth in Section 1.9.9, regardless of whether the fiber span is equipped with optical regeneration equipment.
- 1.9.4 Accommodations. Upon receipt of a completed application and associated virtual engineering fee, Verizon will conduct an application review, engineering review and site survey at the requested premises. Verizon will notify Intrado Comm within eight (8) Business Days of the results of this review and site survey.

The dedicated terminal equipment inside Verizon's premises shall be provided by Intrado Comm and leased to Verizon for the sum of one dollar after successful installation and equipment testing by Verizon. The term of the operating lease will run for the duration of the virtual Collocation arrangement, at which time Intrado Comm will remove the equipment. Intrado Comm will retain ownership of this equipment inside the premises. Verizon will operate and maintain exclusive control over this equipment inside the premises.

Where Verizon uses approved contractors for installation, maintenance or repair of virtual Collocation arrangements, Intrado Comm may hire the same approved contractors directly for installation, maintenance or repair of Intrado Comm designated equipment.

Where Verizon does not use contractors, Intrado Comm designated equipment and Intrado Comm provided facilities used in the provision of virtual Collocation will be installed, maintained and repaired by Verizon. Verizon will maintain and repair Intrado Comm designated equipment under the same timeframe and standards as its own equipment.

Intrado Comm personnel are not allowed on Verizon premises to maintain and repair on virtual Collocation equipment.

Verizon shall monitor local premises and environmental alarms to support the equipment. Verizon will notify Intrado Comm if a local office alarm detects an equipment affecting condition.

Verizon will be responsible to pull the fiber into and through the cable entrance facility (i.e., vault) to the virtual Collocation arrangement. All installations into the cable entrance facility are performed by Verizon personnel or its agents.

No virtual Collocation arrangement will be placed in service by Verizon until necessary training has been completed (refer to Section 1.9.11).

1.9.5 Plug-ins and Spare Cards. When a plug-in/card is determined by Verizon to be defective, Verizon will label the plug-in as defective and place it in Intrado Comm-dedicated plug-in/card storage cabinet. Intrado Comm will be notified as the plug-in/card is replaced.

Verizon will not provide spare plug-ins/cards under any circumstances, nor is Verizon responsible for Intrado Comm's failure to replace defective plug-ins/cards. Verizon shall not be held responsible if Intrado Comm provides an inadequate supply of plug-ins/cards. Verizon will segregate and secure Intrado Comm-provided maintenance spares in Intrado Comm-provided spare plug-in/card cabinet.

Intrado Comm shall provide the shop-wired piece of equipment fully pre-equipped with working plug-ins/cards. In addition, Intrado Comm shall provide Verizon with maintenance spares for each plug-in/card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise mutually agreed by Verizon and Intrado Comm, provided however, that in no event shall the number of spare plug-ins/cards be less than two of each type. These spares must be tested by Intrado Comm prior to delivery to Verizon.

In addition to maintenance spares, Intrado Comm will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment.

Upon receiving notification from Verizon that a plug-in/card has been replaced, Intrado Comm is then responsible to contact the Verizon operations manager to arrange exchange and replacement of the plug-in/card. Exchanged, pre-tested spares shall be provided within one week of replacement of a defective plug-in/card.

Subject to premise space availability, Intrado Comm shall have the option of providing a stand-alone spare plug-in/card cabinet(s) or a rack-mountable spare plug-in/card cabinet(s), to Verizon's

specification, to house the spare plug-ins/cards. The spare plug-in/card cabinet(s) and minimum number of maintenance spares must be provided before the virtual Collocation arrangement is completed and service is established.

The amount of spare plug-ins/cards required will be based on the manufacturer's recommended amount, unless otherwise mutually agreed by Verizon and Intrado Comm.

- 1.9.6 Safety and Technical Standards. Verizon reserves all rights to terminate, modify or reconfigure the provision of service to Intrado Comm if, in the discretion of Verizon, provision of service to Intrado Comm may in any way interfere with or adversely affect Verizon's network or its ability to service other CLECs.

All Intrado Comm equipment to be installed in Verizon premises must fully comply with the GR – 000063 – CORE, GR – 1089 – CORE and Verizon's premises environmental and transmission standards in effect at the time of equipment installation. The equipment must also comply with the requirements in NIP 74165, as they relate to fire, safety, health, environmental, and network safeguards.

It is Intrado Comm's responsibility to demonstrate and provide to Verizon adequate documentation from an accredited source certifying compliance. Intrado Comm equipment must conform to the same specific risk/safety/hazard standards which Verizon imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

Intrado Comm equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. Intrado Comm may install equipment that has been deployed by Verizon for five years or more with a proven safety record.

All Intrado Comm's entrance facilities and splices must comply with TR – TSY – 00020, TR – NWT – 001058, BR – 760 – 200 – 030 and SR – TAP – 001421 as they relate to fire, safety, health, environmental safeguards and interference with Verizon's services and facilities. Such requirements include, but are not limited to the following: (1) The fibers must be single mode; (2) The fiber optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design; (3) The fiber cable must be marked according to the cable marking requirements in GR – 20 – CORE, Section 6.2.1 – 4; (4) The fiber must be identified according to the fiber and unit identification (color codes) in GR – 20 – CORE, Section 6.2.5; (5) Unless otherwise mutually agreed, the outer cable jacket shall consist of a polyethylene resin, carbon black, and suitable antioxidant system; and (6) Silica fibers shall be fusible with a commercially available fusion splicer(s) that is commonly used for this operation.

- 1.9.7 Control Over Premises-Based Equipment. Verizon exercises exclusive physical control over the premises-based transmission equipment that terminates Intrado Comm's circuits and provides the installation, maintenance, and repair services necessary to assure proper operation of the virtually collocated facilities and equipment.

Such work will be performed by Verizon under the direction of Intrado Comm.

- 1.9.8 Removal of Equipment. Verizon reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR – 1089 – CORE.
- 1.9.9 Installation and Trouble Resolution. Verizon will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact Intrado Comm at the number provided and service the equipment as instructed and directed by Intrado Comm.
- 1.9.10 Placement, Removal and Monitoring of Facilities and Equipment. From manhole zero toward Intrado Comm's location the fiber optic cable remains Intrado Comm's responsibility, with Intrado Comm performing all servicing and maintaining full ownership.

Intrado Comm has the responsibility to remotely monitor and control their circuits terminating in Verizon's premises, however, Intrado Comm will not enter Verizon's premises under virtual Collocation arrangements.

Performance and surveillance monitoring and trouble isolation shall be provided by Intrado Comm. A clear distinction must be made by Intrado Comm when submitting reports of troubles on Verizon services/elements connected to the virtually collocated equipment and reports of troubles with the collocated equipment. The former can be handled using Verizon technicians and standard processes. The latter will require specially trained technicians familiar with the collocated equipment (refer to Section 1.9.11).

When Intrado Comm isolates a trouble and determines that a Verizon technician should be dispatched to the equipment location for a servicing procedure, Intrado Comm shall enter a trouble ticket with Verizon. Intrado Comm shall provide standard trouble information, including the virtual Collocation arrangement's circuit identification, nature of the activity request, and the name and telephone number of Intrado Comm's technician/contact.

Responses to all equipment servicing needs will be at Intrado Comm's direction. Maintenance will not be performed without Intrado Comm's direct instruction and authorization.

If Intrado Comm is providing its own transport fiber for the virtual Collocation arrangement, Intrado Comm will arrange placement of the fiber into manhole zero with enough length (as designated by Verizon) to reach the virtual Collocation arrangement.

Maintenance activity (trouble in the equipment) is to be tested, isolated and evaluated by Intrado Comm. Verizon technicians will perform the instructed activities on the equipment as specifically directed by Intrado Comm.

Intrado Comm shall provide, own, and operate the terminal equipment at their site outside Verizon's premises.

- 1.9.11 Use of Non-Standard Equipment. When Intrado Comm requests a virtual Collocation arrangement consisting of equipment which Verizon does not use in its network nor has deployed in that particular premise to provide service to itself or another CLEC, Intrado Comm shall be responsible for training 50%, but no fewer than five, of Verizon technicians in the administrative work unit responsible for servicing the equipment. Any special tools or electronic test sets that Verizon does not have at the premises involved must be provided by Intrado Comm with adequate manufacturer's training.

Intrado Comm is responsible to arrange and pay all costs (including but not limited to transportation and lodging for Verizon technicians) to have Verizon technicians professionally trained by appropriate trainers certified on the specific equipment to be used to provide the virtual Collocation arrangement to Intrado Comm. Intrado Comm shall also pay for Verizon technicians' time subject to rates contained in the Pricing Attachment. When travel is required, travel expenses associated with training will be charged to Intrado Comm based on ticket stubs and/or receipts. This includes paying for mileage according to the IRS rates for personal car mileage or airfare, as appropriate. Intrado Comm also has the option of arranging and paying for all travel expenses for Verizon technicians directly.

In the event of an equipment upgrade, Intrado Comm must provide secondary training subject to the provisions contained herein.

- 1.9.12 Additions and Rearrangements. Once Intrado Comm has established a virtual Collocation arrangement, changes to the existing configuration, (including but not limited to, growing, upgrading, and/or reconfiguring the current equipment) are considered rearrangements to that virtual Collocation arrangement. If Intrado Comm decides to rearrange an existing virtual Collocation arrangement, Intrado Comm must submit a new application outlining the details of the rearrangement along with a virtual engineering/major augment fee.

- 1.9.13 Application of Rates and Charges.

Billing. Verizon will apply charges (e.g., non-recurring and recurring rates for entry fiber, power, etc.) and commence billing for the virtual Collocation arrangement upon completion of the installation, when it shall have finished all elements of the installation under its control. The readiness of Intrado Comm to utilize the completed virtual Collocation arrangement will not impair the right of Verizon to commence billing.

Verizon shall charge Intrado Comm for all costs incurred in providing the virtual Collocation arrangement, including, but not limited to, Verizon's planning, engineering and installation time and costs incurred by Verizon for inventory services. Any and all expenses associated with placing Intrado Comm's fiber in manhole zero, including license fees, shall be the responsibility of Intrado Comm.

Virtual Engineering Fee. Verizon will require a virtual engineering/major augment fee (NRC) per virtual Collocation request, per premise or other Verizon location where Intrado Comm requests to establish virtual Collocation. A virtual engineering/major augment

fee is required to be submitted by Intrado Comm with its application. This fee applies for all new virtual Collocation arrangements as well as subsequent additions to an existing arrangement, and provides for application processing, and for Verizon's performance of an initial site visit and an engineering evaluation.

If Intrado Comm cancels or withdraws its request for a virtual Collocation arrangement prior to turn-up, Intrado Comm will be liable for all costs and liabilities incurred by Verizon in the developing, establishing, or otherwise furnishing the virtual Collocation arrangement up to the point of cancellation or withdrawal.

Other Virtual Collocation Rate Elements. The application, description, and rates of Collocation rate elements that are also applicable for virtual Collocation are described in the Pricing Attachment.

- 1.9.14 Conversions. Requests for converting virtual Collocation arrangements to caged or cageless arrangements shall be submitted and designated as an Augment Application described in Section 1.2.5. Requests for converting a virtual arrangement to a cageless arrangement that requires no physical changes to the arrangement will be assessed a minor augment fee. All other conversion requests for virtual to caged or cageless will be assessed an engineering/major augment Fee and other applicable charges. Verizon will notify Intrado Comm within ten (10) Business Days following receipt of the completed Augment Application if Intrado Comm conversion request is accepted or denied. When converting a virtual arrangement to a caged or cageless arrangement, Intrado Comm's equipment may need to be relocated. Intrado Comm will be responsible for all costs associated with the relocation of its equipment as described in Section 1.2.7.

1.10 Microwave Collocation.

Microwave Collocation is available on a first-come first-served basis where technically feasible. The microwave equipment may include microwave antenna(s), mounts, towers or other antenna support equipment on the exterior of the building, and radio transmitter/receiver equipment located either inside or on the exterior of the building. All microwave antennas must be physically interconnected to Verizon facilities through the Collocation arrangement. Unless otherwise specified in this Section 1.10, the provisions contained in other sections of the Collocation Attachment shall apply to microwave Collocation.

- 1.10.1 Accommodations. Verizon will provide space within the cable riser, cable rack support structures and between the transmitter/receiver space and the roof space needed to reach the physical or virtual Collocation arrangement and to access Verizon's interconnection point. Waveguide may not be placed in Verizon cable risers or racks. Verizon reserves the right to prohibit the installation of waveguide, metallic conduit and coaxial cable through or near sensitive equipment areas. The route of the waveguide and/or coaxial cable as well as any protection required will be discussed during the pre-construction survey.

Verizon will designate the space in, on or above the exterior walls and roof of the premises, which will constitute the roof space or

transmitter/receiver space. Verizon may require Intrado Comm's transmitter/receiver equipment to be installed in a locked cabinet which may be free standing, wall mounted or relay rack mounted. Verizon may enclose Intrado Comm's multiplexing node or transmitter/receiver equipment in a cage or room.

At the option of Verizon, the antenna support structure shall be built, owned and maintained by either Verizon or by Intrado Comm. Verizon reserves the right to use existing support structures for Intrado Comm's antenna, subject to space and capacity limitations. Verizon also reserves the right to use any unused portion of a support structure owned by Intrado Comm for any reason, subject to the provisions set forth below. It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure. When Verizon is the owner of the structure, it shall keep such records in accordance with the FCC's Part 32 uniform system of accounts. When Intrado Comm is the owner of the structure, it shall keep such records in accordance with generally accepted accounting principles.

The owner of the support structure shall use reasonable efforts to accommodate requests by other CLECs to use the support structure for microwave interconnection on a first-come first-served basis.

For those interconnecting via microwave facilities, transmitter/receiver equipment may be located in Intrado Comm's interior Collocation space, or in a separate location inside or on the exterior of the building as determined by Verizon.

- 1.10.2 Security. Verizon will permit Intrado Comm's employees, agents and contractors approved by Verizon to have access to the areas where Intrado Comm's microwave antenna and associated equipment (e.g., tower and support structure, transmitter/receiver equipment, and waveguide and/or coaxial cable) is located during normal business hours for installation and routine maintenance, provided that Intrado Comm employees, agents and contractors comply with the policies and practices of Verizon pertaining to fire, safety and security. Such approval will not be unreasonably withheld. During non-business hours, Verizon will provide access on a per event basis.

Verizon will also permit all approved employees, agents and contractors of Intrado Comm to have access to Intrado Comm's cable and associated equipment (e.g., repeaters). This will include access to riser cable, cableways, and any room or area necessary for access.

- 1.10.3 Safety and Technical Standards. Verizon reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or electromagnetic compatibility and electrical safety generic criteria for network telecommunication equipment specified in GR – 1089 – CORE. Verizon will provide 90 days notice of the change unless it is due to an emergency which renders notice impossible.

Verizon reserves the right to review wind or ice loadings, etc., for antennas over 18 inches in diameter or for any multiple antenna

installations, and to require changes necessary to insure that such loadings meet generally accepted engineering criteria for radio tower structures.

The minimum height of equipment placement, such as microwave antennas, must be eight feet from the roof. For masts, towers and/or antennas over ten (10) feet in height, Intrado Comm or if applicable, Verizon, shall have the complete structure, including guys and supports, inspected every two years by an acceptable licensed professional engineer of its choice specializing in this type of inspection. For Intrado Comm owned structures that are solely for the use of one CLEC's antenna(s), such inspection will be at Intrado Comm's own cost and expense. For structures used by multiple CLECs, the costs associated with such inspection shall be apportioned based on relative capacity ratios. A copy of this report may be filed with Verizon within ten (10) days of the inspection. The owner shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within 90 days.

Intrado Comm shall provide written notice to Verizon of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance or operation of Intrado Comm's facilities or equipment located in roof space or transmitter/receiver space. Intrado Comm also agrees to take all necessary corrective action.

All Intrado Comm microwave equipment to be installed in or on the exterior of Verizon premises must be on the Verizon's list of approved products, or equipment that is demonstrated as complying with the technical specifications described herein. Where a difference may exist in the specifications, the more stringent shall apply.

Intrado Comm must comply with Verizon technical specifications for microwave Collocation interconnection specified in NIP – 74171 and Verizon's digital switch environmental requirements specified in NIP – 74165, as they relate to fire, safety, health, environmental, and network safeguards, and ensure that Intrado Comm provided equipment and installation activities do not act as a hindrance to Verizon services or facilities. Intrado Comm's equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the FCC and the FAA.

Intrado Comm facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of NIP – 74171, national electric code, the national electrical safety code, rules and regulations of the OSHA, and any governing authority having jurisdiction.

All Intrado Comm microwave facilities must comply with Bellcore specifications regarding microwave and radio based transmission and equipment, CEF, BR – 760 – 200 – 030, and SR – TAP – 001421; and Verizon's practices as they relate to fire, safety, health, environmental safeguards transmission and electrical grounding requirements, or interference with Verizon services or facilities.

The equipment located in, on or above the exterior walls or roof of Verizon's building must either be on Verizon's list of approved products or fully comply with requirements specified in GR – 63 – CORE, GR – 1089 – CORE and NIP 74171. This equipment must also comply with NIP – 74160, premise engineering environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with Verizon service or facilities.

Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state and/or local regulations governing the safe levels of radio frequency radiation. The minimum standard to be met by Intrado Comm in all cases is specified in ANSI C95.1 – 1982.

Intrado Comm equipment must conform to the same specific risk, safety, hazard standards which Verizon imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. Intrado Comm equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

- 1.10.4 Placement and Removal of Facilities and Equipment. Prior to installation of Intrado Comm's facilities or transmission equipment for microwave interconnection, Intrado Comm must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.

Intrado Comm is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. All building penetration will be done by Verizon or a hired agent of Verizon.

Any Intrado Comm's equipment used to produce or extract moisture must be connected to existing or newly constructed building or roof top drainage systems, at the expense of Intrado Comm.

Intrado Comm will be responsible for supplying, installing, maintaining, repairing and servicing the following microwave specific equipment: Waveguide, waveguide conduit, and/or coaxial cable, the microwave antenna and associated tower and support structure and any associated equipment; and the transmitter/receiver equipment and any required grounding.

Intrado Comm may install equipment that has been deployed by Verizon for five years or more with a proven safety record.

- 1.10.5 Moves, Replacements or Other Modifications. Where Intrado Comm intends to modify, move replace or add to equipment or facilities within or about the roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), Intrado Comm must request and receive written consent from Verizon. Such consent will not be unreasonably

withheld. Intrado Comm shall not make any changes from initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters or any other technical parameters without the prior written approval of Verizon.

- 1.10.6 Space and Facilities. Monthly rates are applicable to Intrado Comm for the space (generally on the premises roof) associated with Verizon or other CLEC owned antenna support structures. The rate is calculated using the rate per square foot, multiplied by the square footage of the footprint, which resultant is multiplied by Intrado Comm's relative capacity ratio (RCR), (i.e., the sum of the RCRs of each of the Intrado Comm's antennas).

Square footage for the footprint will be based on the length times width of the entire footprint formed on the horizontal plane (generally the roof top) by the antenna(s), tower(s), mount(s), guy wires and/or support structures used by Intrado Comm. For a non-rectangular footprint, the length will be measured at the longest part of the footprint and the width will be the widest part of the footprint.

The owner of the support structure may charge Intrado Comm proposing to use the structure, on a one-time basis, for the following costs and/or values. Any incremental costs associated with installing the Intrado Comm's antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits. A portion of the net book value of the support structure is based on the RCR of Intrado Comm's proposed antenna(s) to be mounted on the structure. Intrado Comm's RCR represents the percent of the total capacity of the support structure used by Intrado Comm's antenna(s) on the structure. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all users' RCRs and the owner's RCR shall at all times equal 1.00. It shall be the responsibility of the owner of the structure to provide Intrado Comm the net book value of the structure at the time of the proposed use. Upon request, the owner shall also provide the proposed user accounting records or other documentation supporting the net book value.

The owner of the structure may not assess Intrado Comm any charges in addition to the one-time charge described above, except that the owner of the structure may assess Intrado Comm a proportionate share of inspection costs and Verizon may assess Intrado Comm monthly recurring charges for use of its roof space. At the time Intrado Comm proposes to attach additional antennas to an existing support structure, it shall be the responsibility of Intrado Comm to obtain, at its cost and expense, an engineering analysis by a registered structural engineer to determine the relative capacity ratio of all antennas on the structure, including the proposed antennas.

When Intrado Comm is the owner of the structure, the proposed user shall pay Intrado Comm directly the one-time charge as set forth above. When Verizon is the owner of the support structure, it shall determine the charge on an individual case basis. In the event that Intrado Comm as owner of the support structure fails to comply with

these provisions, at Verizon's option, ownership of the support structure shall transfer to Verizon.

Costs incurred by Verizon to conduct a review for wind or ice loadings (etc.) for antennas over 18 inches in diameter, or for any multiple antenna installation, and any changes which may be required thereto in order to insure that such loadings meet generally accepted engineering criteria for radio tower structures, will be billed to Intrado Comm.

- 1.10.7 Emergency Power and/or Environmental Support. In the event special work must be done by Verizon to provide emergency power or environmental support to the transmitter/receiver equipment or antenna, Intrado Comm will be billed on a time and materials basis for the costs incurred.
- 1.10.8 Escorting. When Intrado Comm personnel are escorted by a qualified Verizon employee for access to the roof space, transmitter/receiver space, or cable risers and racking for maintenance, the miscellaneous labor charges as set forth in the Pricing Attachment will apply.

911 ATTACHMENT

1. 911/E-911 Arrangements

1.1 911/E-911 Arrangements

1.1.1 911/E-911 arrangements provide access to the appropriate PSAP by dialing a 3-digit universal telephone number, "911." For areas where Verizon is the 911/E-911 Service Provider, Verizon provides and maintains such equipment and software at the Verizon 911 Tandem/Selective Router(s) and, if Verizon manages the ALI Database, the ALI Database, as is necessary for 911/E-911 Calls. For areas where Intrado Comm is the 911/E-911 Service Provider, Intrado Comm provides and maintains such equipment and software at the Intrado Comm 911 Tandem/Selective Router(s) and, if Intrado Comm manages the ALI Database, the ALI Database, as is necessary for 911/E-911 Calls.

1.1.2 For areas where Intrado Comm is the 911/E-911 Service Provider, Intrado Comm shall make the following information available to Verizon, to the extent permitted by Applicable Law:

1.1.2.1 a listing of the CLLI Code (and SS7 point code when applicable) of each Intrado Comm 911 Tandem/Selective Router and associated geographic location served;

1.1.2.2 a listing of appropriate Intrado Comm contact telephone numbers and organizations that have responsibility for operations and support of Intrado Comm's 911/E-911 network and ALI Database systems; and

1.1.2.3 where Intrado Comm maintains a Master Street Address Guide (MSAG) on behalf of a Controlling 911 Authority, upon request by Verizon and as permitted by the Controlling 911 Authority, a complete copy of such MSAG and, as the MSAG is updated, changed or revised from time-to-time, any updates, changes and revisions to the MSAG.

1.1.3 For areas where Verizon is the 911/E-911 Service Provider, Verizon shall make the following information available to Intrado Comm, to the extent permitted by Applicable Law:

1.1.3.1 a listing of the CLLI Code (and SS7 point code when applicable) of each Verizon 911 Tandem/Selective Router and associated geographic location served;

1.1.3.2 a listing of appropriate Verizon contact telephone numbers and organizations that have responsibility for operations and support of Verizon's 911/E-911 network and ALI Database systems; and

- 1.1.3.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of a Controlling 911 Authority, upon request by Intrado Comm and as permitted by the Controlling 911 Authority, a complete copy of such MSAG and, as the MSAG is updated, changed or revised from time-to-time, any updates, changes and revisions to the MSAG.

1.2 Intrado Comm Managed ALI Database

For areas where Intrado Comm is the 911/E-911 Service Provider and Intrado Comm manages the ALI Database, Verizon and Intrado Comm shall establish mutually acceptable arrangements and procedures for inclusion of Verizon End User data in the ALI Database.

- 1.2.1 The Parties shall work cooperatively to maintain the necessary ALI steering tables to support display of ALI between the Parties' respective PSAP Customers upon transfer of 911/E911 Calls.

1.3 Interconnection for Exchange of 911/E-911 Calls between the Parties

- 1.3.1 Verizon shall provide to Intrado Comm, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at a technically feasible Point of Interconnection on Verizon's network at a Verizon 911 Tandem/Selective Router, for the transmission and routing of 911/E-911 Calls to PSAPs for which Verizon is the 911/E-911 Service Provider that are connected to such Verizon 911 Tandem/Selective Router. For 911/E-911 Calls from Intrado Comm Customers to PSAPs for which Verizon is the 911/E-911 Service Provider, Intrado Comm shall provide, at its own expense, for transmission and routing of 911/E-911 Calls with ANI from Intrado Comm's Customers to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network.
- 1.3.2 Intrado Comm shall provide to Verizon, in accordance with this Agreement, interconnection at a technically feasible Point of Interconnection on Intrado Comm's network that is at, or connected by Intrado Comm's network to, an Intrado Comm 911 Tandem/Selective Router, for the transmission and routing of 911/E-911 Calls to PSAPs for which Intrado Comm is the 911/E-911 Service Provider. Such Point of Interconnection shall be in Verizon's ILEC service territory in the State of Ohio. Verizon shall not be obligated, and may decline, to interconnect with Intrado Comm at more than one (1) Point of Interconnection on Intrado Comm's network.
- 1.3.3 For 911/E-911 Calls from Verizon End Users to PSAPs for which Intrado Comm is the 911/E-911 Service Provider, Verizon shall provide, at its own expense, for transmission and routing of 911/E-911 Calls with ANI from Verizon End Users to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Intrado Comm's network. In providing for transmission and routing of 911/E-911 Calls from Verizon End Users to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Intrado Comm's network, Verizon shall have the right to use such services, trunks, facilities, arrangements and the like (including, but

not limited to, switches and selective routers located at points between the Verizon End Users and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Intrado Comm's network) as Verizon in Verizon's sole discretion may decide to use. For the avoidance of any doubt and without in any way limiting Verizon's rights under the preceding sentence, in providing for transmission and routing of a 911/E-911 Call from a Verizon End User to the POI established by the Parties at a technically feasible Point of Interconnection on Intrado Comm's network, Verizon, in Verizon's sole discretion, may elect to use one or more switches or selective routers located between the End Office serving the Verizon End User and the POI established by the Parties at a technically feasible Point of Interconnection on Intrado Comm's network.

- 1.3.4 For 911/E-911 Calls from Verizon End Users to PSAPs for which Intrado Comm is the 911/E-911 Service Provider, Intrado Comm, at its own expense, shall provide transport for 911/E-911 Calls from the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Intrado Comm's network to the PSAPs for which Intrado Comm is the 911/E-911 Service Provider. If Intrado Comm obtains such transport from Verizon, Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's Applicable Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Verizon for such transport (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm.
- 1.3.5 Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's Applicable Tariffs and this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network and for any services, facilities and/or arrangements provided by Verizon for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm.
- 1.3.6 Verizon shall pay to Intrado Comm the full Intrado Comm rates and charges (as set out in this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Intrado Comm's network and for any services, facilities and/or arrangements provided by Intrado Comm for such interconnection.

1.4 Interconnection for Inter-PSAP Transfer of 911/E-911 Calls

- 1.4.1 Where the Controlling 911 Authority for a PSAP for which Verizon is the 911/E-911 Service Provider and the Controlling 911 Authority for a PSAP for which Intrado Comm is the 911/E-911 Service Provider agree to transfer 911/E-911 Calls from one PSAP to the other PSAP and each Controlling 911 Authority requests its 911/E-911 Service Provider to establish arrangements for such 911/E-911 Call transfers: (a) Verizon shall provide to Intrado Comm, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at technically feasible Point(s) of Interconnection on Verizon's network as described in Section 1.3.1, above, for the transmission and routing of 911/E-911 Calls from a PSAP for which Intrado Comm is the 911/E-911 Service Provider to a PSAP for which Verizon is the 911/E-911 Service Provider; and, (b) Intrado Comm shall provide to Verizon, in accordance with this Agreement, interconnection at technically feasible Point(s) of Interconnection on Intrado Comm's network as described in Section 1.3.2, above, for the transmission and routing of 911/E-911 Calls from a PSAP for which Verizon is the 911/E-911 Service Provider to a PSAP for which Intrado Comm is the 911/E-911 Service Provider.
- 1.4.2 For the transfer of 911/E-911 Calls from a PSAP for which Verizon is the 911/E-911 Service Provider to a PSAP for which Intrado Comm is the 911/E-911 Service Provider as described in Section 1.4.1 above, Verizon, at its own expense, shall provide transport for the 911/E-911 Calls between Verizon's 911 Tandem/Selective Router and the POI(s) on Intrado Comm's network established by the Parties in accordance with Sections 1.4.1 and 1.3.2, above. For the transfer of 911/E-911 Calls from a PSAP for which Intrado Comm is the 911/E-911 Service Provider to a PSAP for which Verizon is the 911/E-911 Service Provider as described in Section 1.4.1 above, Intrado Comm, at its own expense, shall provide transport for the 911/E-911 Calls between Intrado Comm's 911 Tandem/Selective Router and the POI(s) on Verizon's network established by the Parties in accordance with Sections 1.4.1 and 1.3.1, above. If Intrado Comm obtains from Verizon transport between a PSAP for which Intrado Comm is the 911/E-911 Service Provider and a POI established by the Parties, Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's Applicable Verizon Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Verizon for such transport (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's Applicable Tariffs and this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network, and for any services, facilities and/or arrangements provided by Verizon for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm.

- 1.4.3 For the transfer of 911/E-911 Calls from one PSAP to another PSAP as described in Section 1.4.1 above, the Parties shall mutually agree upon:
 - (a) whether they will use one-way trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or two-way trunks (trunks with traffic going in both directions); and
 - (b) design blocking objectives for the trunks.
- 1.4.4 The Parties will maintain appropriate dial plans to support inter-PSAP call transfer and shall notify each other of changes, additions, or deletions to those dial plans.

1.5 Initiating Interconnection

- 1.5.1 When Intrado Comm becomes the 911/E-911 Service Provider for a PSAP to which Verizon End Users originate 911/E-911 Calls and for which interconnection arrangements between the Parties need to be established, Intrado Comm shall provide written notice to Verizon of the need to establish such interconnection pursuant to this Agreement.
- 1.5.2 After receiving the notice provided in Section 1.5.1 above, the Parties shall work cooperatively to (a) designate the POI(s) to be established; (b) agree on the intended interconnection activation date; (c) create a forecast of trunking requirements; and (d) provide such other information as each Party shall reasonably request in order to facilitate interconnection.
- 1.5.3 The interconnection activation date shall be mutually agreed to by the Parties. Within ten (10) Business Days of Verizon's receipt of Intrado Comm's notice provided for in Section 1.5.1 above, Verizon and Intrado Comm shall confirm the POI(s) to be established and the mutually agreed upon interconnection activation date for the new interconnection arrangements.
- 1.5.4 Prior to establishing the new interconnection arrangements, the Parties shall conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of trunks and the interface specifications at the POI(s).
- 1.5.5 Upon request by either Party, the Parties shall meet to: (a) review traffic and usage data on trunk groups; and (b) determine whether the Parties should establish new trunk groups, augment existing trunk groups, or disconnect existing trunks.
- 1.5.6 Because Verizon will not be solely in control of when and how many two-way trunks are established between its network and Intrado Comm's network, Verizon's performance in connection with these two-way trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

1.6 Trunk Forecasting Requirements.

- 1.6.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, Intrado Comm shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon Trunk Forecast Guidelines, as revised from time to time.
- 1.6.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, on a semi-annual basis, each Party shall submit a good faith forecast to the other Party of the number of trunks that each Party anticipates the other Party will need to provide during the ensuing two (2) year period for the exchange of traffic between Intrado Comm and Verizon. Both Parties' trunk forecasts shall conform to the Verizon Trunk Forecast Guidelines as in effect at that time. Each Party also shall provide a new or revised traffic forecast that complies with the Verizon Trunk Forecast Guidelines when one Party develops plans or becomes aware of information that will materially affect the Parties' interconnection.
- 1.6.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement must be prepared in good faith but are not otherwise binding on Intrado Comm or Verizon.

1.7 Compensation

- 1.7.1 Subject to Sections 1.7.2 and 1.7.3 following, the rates and charges for the Services provided by each Party to the other Party under this Attachment shall be as provided in this Attachment and the Pricing Attachment.
- 1.7.2 Notwithstanding any other provision of this Agreement or a Tariff or otherwise, Intrado Comm shall not bill to Verizon, and Verizon shall not be obligated to pay to Intrado Comm:
 - 1.7.2.1 Any rates or charges (including, but not limited to, Reciprocal Compensation Charges, Intercarrier Compensation Charges and Exchange Access Service Charges) in connection with 911/E-911 Calls (including, but not limited to, 911/E-911 Calls delivered by Verizon to Intrado Comm pursuant to Sections 1.3 and 1.4, above, and 911/E-911 Calls delivered by Intrado Comm to Verizon pursuant to Sections 1.3 and 1.4, above); or
 - 1.7.2.2 Any other rates or charges for transmission, routing, transport or termination, or for facilities used for transmission, routing, transport or termination, of 911/E-911 Calls (including, but not limited to, 911/E-911 Calls delivered by Verizon to Intrado Comm pursuant to Sections 1.3 and 1.4, above, and 911/E-911 Calls delivered by Intrado Comm to Verizon pursuant to Sections 1.3 and 1.4, above); or
 - 1.7.2.3 Any ALI Database related rates or charges (including, but not limited to, rates or charges for Verizon to access, use, or include or store Verizon End User data in, an ALI Database); or
 - 1.7.2.4 Any MSAG related rates or charges (including, but not limited to, rates or charges for an MSAG, MSAG updates, changes or revisions, or MSAG information).

1.7.3 Notwithstanding any other provision of this Agreement or a Tariff or otherwise, for 911/E-911 Calls delivered by Intrado Comm to Verizon pursuant to Sections 1.3 and 1.4 above, Verizon shall not bill to Intrado Comm, and Intrado Comm shall not be obligated to pay to Verizon, any charges (including, but not limited to Reciprocal Compensation Charges, Intercarrier Compensation Charges, or Exchange Access Service Charges) for the transport of such 911/E-911 Calls from the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network to PSAPs for which Verizon is the 911/E-911 Service Provider. However, for the avoidance of any doubt, notwithstanding anything in the preceding sentence of this Section 1.7.3 or in any other provision of this Agreement or a Tariff or otherwise, Intrado Comm shall be obligated to pay to Verizon: (a) the full Verizon rates and charges (as set out in Verizon's Applicable Tariffs and this Agreement) for transport, services, facilities and/or arrangements obtained by Intrado Comm from Verizon for transport of 911/E-911 Calls from a PSAP for which Intrado Comm is the 911/E-911 Service Provider to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] used by Intrado Comm for transport of 911/E-911 Calls from a PSAP for which Intrado Comm is the 911/E-911 Service Provider to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network, and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network); and, (b) the full Verizon rates and charges (as provided for in Verizon's Applicable Tariffs and this Agreement) for interconnection of Intrado Comm's network with Verizon's network at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm. When Intrado Comm is the 911/E-911 Service Provider, Verizon shall pay to Intrado Comm the full Intrado Comm rates and charges (as set out in this Agreement) for interconnection at the POI(s) established by the Parties on Intrado Comm's network and for any services, facilities and/or arrangements provided by Intrado Comm for such interconnection.

2. 911/E-911 General

- 2.1 Verizon and Intrado Comm shall work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs or Controlling 911 Authority coordinators may have regarding the 911/E-911 arrangements.
- 2.2 Each Party shall collect and remit, as required, any 911/E-911 applicable surcharges from its Customers in accordance with Applicable Law.
- 2.3 To the extent permissible under Verizon's Tariffs and Applicable Law, nothing in this Agreement shall be deemed to prevent Verizon from billing to a Controlling 911 Authority or PSAP rates or charges for:

- 2.3.1 services, facilities and/or arrangements provided by Verizon in connection with 911/E-911 Calls from a Verizon End User to a PSAP for which Intrado Comm is the 911/E-911 Service Provider (including, but not limited to, charges for the transmission and routing of 911/E-911 Calls from Verizon End Users to the technically feasible Point(s) of Interconnection on Intrado Comm's network);
 - 2.3.2 services, facilities and/or arrangements provided by Verizon in connection with the transfer of 911/E-911 Calls between PSAPs;
 - 2.3.3 ALI Database related activities (including, but not limited to, Verizon's access to, use of, or inclusion or storage of Verizon End User data in, an ALI Database);
 - 2.3.4 MSAG related activities (including, but not limited to, Verizon's obtaining or using an MSAG, MSAG updates, changes or revisions, or MSAG information); or
 - 2.3.5 Verizon to recover any costs incurred by it in connection with 911/E-911 Calls or providing 911/E-911 services to any person.
- 2.4 To the extent permissible under Intrado Comm's Tariffs and Applicable Law, nothing in this Agreement shall be deemed to prevent Intrado Comm from billing to a Controlling 911 Authority or PSAP rates or charges for:
- 2.4.1 services, facilities and/or arrangements provided by Intrado Comm in connection with 911/E-911 Calls from a Verizon End User to a PSAP for which Intrado Comm is the 911/E-911 Service Provider;
 - 2.4.2 services, facilities and/or arrangements provided by Intrado Comm in connection with the transfer of 911/E-911 Calls between PSAPs;
 - 2.4.3 ALI Database related activities;
 - 2.4.4 MSAG related activities (including, but not limited to, Intrado Comm's obtaining or using an MSAG, MSAG updates, changes or revisions, or MSAG information); or
 - 2.4.5 Intrado Comm to recover any costs incurred by it in connection with 911/E-911 Calls or providing 911/E-911 services to any person.

PRICING ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Sections 1.7.2 or 1.7.3 of the 911 Attachment or Section 2 of this Attachment, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Charges in the Providing Party's Tariff. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction. The Charges identified in Appendix A of this Pricing Attachment as "TBD" (to be developed) shall be automatically superseded by any applicable Charges in the Providing Party's Tariff. The Charges identified in Appendix A of this Pricing Attachment as "TBD" also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. [This Section Intentionally Left Blank.]

3. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its

Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT¹

(OHIO)

v1.12

A. VERIZON SERVICES²

I. Rates and Charges for Interconnection

- A. Entrance Facility and Transport for Interconnection Charges: Per Verizon Intrastate Access Tariff (Verizon North Inc. "Facilities for Intrastate Access Tariff," P.U.C.O. No. 2), as amended from time to time, for Special Access service
- B. Exchange Access Service: Per Verizon Interstate Access Tariff (Verizon Tariff FCC No. 14), as amended from time to time, and/or Verizon Intrastate Access Tariff (Verizon North Inc. "Facilities for Intrastate Access Tariff," P.U.C.O. No. 2), as amended from time to time

¹ All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction.

² This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Order dated December 24, 1996, in Docket No. 96-832-TP-ARB. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to the Reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order in Docket No. 96-832-TP-ARB, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under the General Terms and Conditions.

In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Intrado Comm shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to Intrado Comm when purchasing these services for use in the provision of Telephone Exchange Service. Verizon rates and services for use by Intrado Comm in the carriage of Telephone Toll Service traffic shall be subject to Verizon's tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

II. Prices for Unbundled Network Elements³

Monthly Recurring Charges

Local Loop

2 Wire Analog Loop (inclusive of NID)	\$	15.73 ♦
4 Wire Analog Loop (inclusive of NID)	\$	48.00
2 Wire Digital Loop (inclusive of NID)	\$	15.73 ♦
4 Wire Digital Loop (inclusive of NID)	\$	48.00
DS-1 Loop	\$	160.31
DS-3 Loop	\$	797.86

Supplemental Features:

ISDN-BRI Line Loop Extender	\$	4.81
DS1 Clear Channel Capability	\$	24.00

Sub-Loop

2-Wire Distribution	\$	27.26
4-Wire Distribution	\$	49.44
2-Wire Drop	\$	4.18
4-Wire Drop	\$	4.45
Inside Wire		BFR

Network Interface Device (leased separately)

Basic NID:	\$	1.01
Complex (12 x) NID	\$	1.89

³ For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Intrado Comm shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

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Dedicated Transport Facilities

Interoffice Dedicated Transport		
IDT DS0 Transport Facility AVG	\$	0.15
IDT DS0 Transport Termination	\$	11.56
IDT DS1 Transport Facility AVG	\$	0.99 ♦
IDT DS1 Transport Termination	\$	29.52 ♦
IDT DS3 Transport Facility AVG	\$	24.92
IDT DS3 Transport Termination	\$	167.78
Multiplexing (Dedicated Transport)		
DS1 to Voice Multiplexing	\$	189.99 ♦
DS3 to DS1 Multiplexing	\$	287.53 ♦
DS1 Clear Channel Capability	\$	24.00

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/ Dark Fiber Loop	\$	67.13
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT –Facility	\$	24.80
Dark Fiber IDT –Termination	\$	6.34
Intermediate Office Cross Connect		TBD

EEL Pricing

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

Line Splitting (also referred to as "Loop Sharing")^{4 5}

A. Unbundled Local Loops

As Applicable per this Appendix A for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge* (per loop), Service Connection-Other Charge* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query, Engineering Work Order, Trouble Dispatch, Misdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges

B. Other Charges

i. **Regrade** \$8.09 NRC

ii. ***Service Connection**

***Service Connection/Other**

A second Service Connection NRC and Service Connection/Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

iii. **Disconnect**

A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.

iv. **Line and Station Transfers /Pair Swaps**

A LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

C. Collocation Rates

Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)

As Applicable per this Appendix A.

⁴ Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

⁵ This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.
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NON-RECURRING CHARGES – LOOP AND PORT

Service Ordering (Loop)		
Initial Service Order, per order	\$	25.19
Transfer of Service Charge, per order	\$	6.83
Subsequent Service Order, per order		TBD
Installation		
Unbundled Loop, per loop	\$	25.02
Loop Facility Charge, per order (See Note 1)	\$	68.30
Customer Service Record Search	\$	4.21

CUSTOM HANDLING

Coordinated Conversions:

ISO	\$	17.76
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.09

Hot Coordinated Conversions First Hour:

ISO	\$	23.91
Central Office Connection	\$	37.72
Outside Facility Connection	\$	32.36

Hot Coordinated Conversions per Additional Quarter Hour:

ISO	\$	4.88
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.37

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Add'l Unit
UNBUNDLED NID				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
UNBUNDLED SUB-LOOP				
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41
UNBUNDLED DARK FIBER				
Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Dark Fiber Record Review (with reservation)	TBD			
Intermediate Office Cross Connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS) - Loop portion (In addition, IDT (Interoffice Dedicated Transport) charges apply if applicable to the EEL arrangement)				
Advanced - Basic (2-wire and 4-wire) - Initial	\$ 88.39	\$ 56.13	\$ 25.02	N/A
Advanced - Basic (2-wire and 4-wire) – Subsequent	\$ 38.02	\$ 21.89	\$ 25.02	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$ 25.02	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 25.02	N/A
DS3 to DS1 Multiplexer	N/A	N/A	\$450.00	N/A
DS1 to DS0 Multiplexer	N/A	N/A	\$800.00	N/A
Change Over Charge - (Conversion from Special Access to EELs or Transport)				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$161.87	\$ 99.77	\$ 41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	\$179.37	\$117.27	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is) Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A

LOOP CONDITIONING⁶**(No charge for loops 12,000 feet or less)**

Loop Conditioning – Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	N/A
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

LINE AND STATION TRANSFER⁷**N/A N/A \$147.75 N/A****INTEROFFICE DEDICATED TRANSPORT(IDT) (Also applies to IDT portion of an EEL arrangement)**

Advanced - Basic (2-wire and 4-wire) – Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced - Basic (2-wire and 4-wire) – Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex (DS1 and above) – Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced - Complex (DS1 and above) – Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

⁶ These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

⁷ A Line and Station Transfer (LST) Charge applies when Verizon arranges or rearranges an individual circuit at a terminal or cross-connect box to free up a pair or suitable facility at the required service location; examples include an arrangement of copper to DLC, the rearrangement of IDLC to copper and the rearrangement of IDLC to UDLC.
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EXPEDITES

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

OTHER

Customer Record Search (per account)	\$ 4.21	N/A	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A
Design Change Charge - EELs and Transport	\$ 27.00	\$ 27.00	N/A	N/A

ROUTINE NETWORK MODIFICATIONS⁸

ENGINEERING QUERY ⁹	N/A	N/A	\$ 183.99	N/A
ENGINEERING WORK ORDER ¹⁰	N/A	N/A	\$ 94.90	N/A
EXPEDITE ENGINEERING QUERY ^{9, 11}	N/A	N/A	\$ 41.67	N/A
EXPEDITE ENGINEERING WORK ORDER ^{10, 11}	N/A	N/A	\$ 27.94	N/A
CLEAR DEFECTIVE PAIR	N/A	N/A	\$ 272.35	N/A
REASSIGNMENT OF NON-WORKING CABLE PAIR	N/A	N/A	\$ 272.35	N/A
BINDER GROUP REARRANGEMENT	N/A	N/A	\$ 529.77	N/A
REPEATER - INSTALLATION	N/A	N/A	\$1,597.10	N/A
APPARATUS CASE - INSTALLATION	N/A	N/A	\$2,992.81	N/A
RANGE EXTENDERS - DS-0 Installation	N/A	N/A	\$ 809.72	N/A
RANGE EXTENDERS - DS-1 Installation	N/A	N/A	\$ 809.72	N/A
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	N/A	N/A	\$ 170.30	N/A
SERVING TERMINAL - INSTALLATION / UPGRADE	N/A	N/A	Time and Material	N/A
ACTIVATE DEAD COPPER PAIR	N/A	N/A	\$ 199.90	N/A
MULTIPLEXER - 1/0 - INSTALLATION	N/A	N/A	\$12,211.41	N/A
MULTIPLEXER - 1/0 - RECONFIGURATION	N/A	N/A	\$ 170.30	N/A
MULTIPLEXER - 3/1 - INSTALLATION	N/A	N/A	\$26,981.19	N/A
MULTIPLEXER - 3/1 - RECONFIGURATION	N/A	N/A	\$ 382.34	N/A
MULTIPLEXER - OTHER - INSTALLATION	N/A	N/A	Time and Material	N/A
MOVE DROP	N/A	N/A	\$ 109.28	N/A
CROSS-CONNECTION - EXISTING FIBER FACILITY	N/A	N/A	\$ 346.93	N/A
LINE CARD - INSTALLATION	N/A	N/A	\$ 314.63	N/A
COPPER REARRANGEMENT	N/A	N/A	\$ 482.90	N/A

⁸ This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

⁹ Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

¹⁰ Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

¹¹ Expedite Charges apply in addition to other listed rates.
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CENTRAL OFFICE TERMINAL - INSTALLATION	N/A	N/A	\$35,307.87	N/A
IDLC ONLY CONDITION	N/A	N/A	\$36,847.28	N/A
ROUTINE NETWORK MODIFICATIONS				
OTHER REQUIRED MODIFICATIONS	N/A	N/A	Time and Material	N/A
OTHER				
Commingled Arrangements – per circuit NRC	N/A	N/A	\$ 50.00	N/A
Conversion - Service Order	N/A	N/A	\$ 19.33	N/A
Conversion - Installation per circuit	N/A	N/A	\$ 7.27	N/A
Circuit Retag - per circuit	N/A	N/A	\$ 59.43	N/A
DARK FIBER				
Dark Fiber Routine Network Modifications	N/A	N/A	Time and Material	N/A

Application of NRCs

Preordering:

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

Customer Record Search applies when Intrado Comm requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Drop and NID.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Rates and Charges for 911 Transport

Per Section A.1, "Rates and Charges for Interconnection," above.

IV. Collocation Rates

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,128.53
Minor Augment Fee	per occurrence	NRC	199.42
Access Card Administration (New/Replacement)	per card	NRC	17.58
Cage Grounding Bar	per bar	NRC	1471.16
DC Power			
Engineering	per project	NRC	75.50
Cable Pull/Termination	per cable	NRC	1344.18
Ground Wire	per wire	NRC	18.12
Overhead Superstructure	per project	NRC	2465.64
Facility Cable or Fiber Optic Patchcord Pull/Termination			
Engineering	per project	NRC	75.50
Facility Cable Pull	per cable run	NRC	210.08
Fiber Optic Patchcord Pull	per cable run	NRC	212.75
DS0 Cable Termination	per 100 pair	NRC	4.17
DS1 Cable Termination	per 28 pair	NRC	1.04
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	1.04
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	10.42
Fiber Optic Patchcord Termination	per termination	NRC	1.15
Fiber Cable Pull			
Engineering	per project	NRC	606.30
Place Innerduct	per lin ft	NRC	1.32
Pull Cable	per lin ft	NRC	0.93
Cable Fire Retardant	per occurrence	NRC	41.68
Fiber Cable Splice			
Engineering	per project	NRC	30.32
Splice Cable	per fiber	NRC	72.70
BITS Timing	per project	NRC	291.20
<u>Monthly Recurring Prices</u>			
Caged Floor Space including Shared Access Area	per sq ft	MRC	2.76
DC Power (10 Amp Minimum)	per load amp	MRC	14.69
Building Modification	per request	MRC	182.00
Environmental Conditioning (10 Amp Minimum)	per load amp	MRC	2.09
Facility Termination			
DS0	per 100 pr	MRC	3.33
DS1	per 28 pr	MRC	16.58
DS3	per DS3	MRC	10.41
Fiber Optic Patchcord	per connector	MRC	0.88
Cable Rack Space - Metallic	per cable run	MRC	1.64
Cable Rack Space - Fiber	per innerduct ft	MRC	0.02
Fiber Optic Patchcord Duct Space	per cable run	MRC	0.52
Manhole Space - Fiber	per project	MRC	5.60
Subduct Space - Fiber	per lin ft	MRC	0.03
Cable Vault Splice			
Fiber Cable - 48 Fiber			

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
Material	per splice	MRC	8.26
Fiber Cable - 96 Fiber			
Material	per splice	MRC	23.52
BITS Timing	per occurrence	MRC	10.08

CAGELESS COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
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Non-Recurring Prices

Engineering Costs

Engineering/Major Augment Fee	per occurrence	NRC	\$1,128.53
Minor Augment Fee	per occurrence	NRC	199.42

Access Card Administration (New/Replacement)

DC Power

Engineering	per project	NRC	75.50
Cable Pull/Termination	per cable	NRC	1344.18
Ground Wire	per wire	NRC	18.12
Overhead Superstructure	per project	NRC	2,465.64

Facility Cable or Fiber Optic Patchcord Pull/Termination

Engineering	per project	NRC	75.50
Facility Pull	per cable run	NRC	210.08
Fiber Optic Patchcord Pull	per cable run	NRC	212.75
DS0 Cable Termination	per 100 pair	NRC	4.17
DS1 Cable Termination	per 28 pair	NRC	1.04
DS3 Coaxial Cable Termination	per termination	NRC	1.04
(Preconnectorized)			
DS3 Coaxial Cable Termination	per termination	NRC	10.42
(Unconnectorized)			
Fiber Optic Patchcord Termination	per termination	NRC	1.15

Fiber Cable Pull

Engineering	per project	NRC	606.30
Place Innerduct	per lin ft	NRC	1.32
Pull Cable	per lin ft	NRC	0.93
Cable Fire Retardant	per occurrence	NRC	41.68

Fiber Cable Splice

Engineering	per project	NRC	30.32
Splice Cable	per fiber	NRC	72.70
BITS Timing	per project	NRC	291.20

Monthly Recurring Prices

Relay Rack Floor Space	per lin ft	MRC	11.71
DC Power (10 Amp Minimum)	per load amp	MRC	14.69
Building Modification	per request	MRC	182.00
Environmental Conditioning	per load amp	MRC	2.09
Facility Termination			
DS0	per 100 pr	MRC	3.33
DS1	per 28 pr	MRC	16.58
DS3	per DS3	MRC	10.41
Fiber Optic Patchcord	per connector	MRC	.88
Cable Rack Space - Metallic	per cable run	MRC	1.64
Cable Rack Space - Fiber	per innerduct ft	MRC	0.02
Fiber Optic Patchcord Duct Space	per cable run	MRC	0.52
Manhole Space - Fiber	per project	MRC	5.60
Subduct Space - Fiber	per lin ft	MRC	0.03
Cable Vault Splice			
Fiber Cable - 48 Fiber			
Material	per splice	MRC	8.26

CAGELESS COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
Fiber Cable - 96 Fiber			
Material	per splice	MRC	23.52
BITS Timing	per occurrence	MRC	10.08

ADJACENT COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Fee (On-Site)	per occurrence	NRC	\$958.00
Facility Pull	1 lin ft	NRC	1.04
Facility Termination			
DS0 Cable			
Connectorized	per 100 pr	NRC	4.17
Unconnectorized	per 100 pr	NRC	41.68
DS1 Cable			
Connectorized	per 28 pr	NRC	1.04
Unconnectorized	per 28 pr	NRC	31.26
DS3 (Coaxial) Cable			
Connectorized	per DS3	NRC	1.04
Unconnectorized	per DS3	NRC	10.42
Fiber	per fiber term	NRC	72.70

Monthly Recurring Prices

Facility Termination			
DS0	per 100 pr	MRC	3.33
DS1	per 28 pr	MRC	16.58
DS3	per coaxial	MRC	10.41
Cable Vault Space			
Fiber Cable - 48 fiber			
Space Utilization	per subduct	MRC	0.84
Fiber Cable - 96 fiber			
Space Utilization	per subduct	MRC	0.84
Cable Rack Space			
Metallic DSO	1 lin ft	MRC	0.01
Metallic DS1	1 lin ft	MRC	0.01
Fiber	per innerduct ft	MRC	0.02
Coaxial	1 lin ft	MRC	0.01

VIRTUAL COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Non-Recurring Prices

Engineering Costs

Engineering/Major Augment Fee per occurrence NRC \$576.34

Equipment Installation

per quarter rack NRC 3,392.33

Software Upgrades

per base unit NRC 98.90

Card Installation

per card NRC 217.47

DC Power

Engineering per project NRC 75.50

Cable Pull/Termination per cable NRC 1,344.18

Ground Wire per wire NRC 18.12

Facility Cable or Fiber Optic Patchcord Pull/Termination

Engineering per project NRC 75.50

Facility Cable Pull per cable run NRC 210.08

Fiber Optic Patchcord Pull per cable run NRC 212.75

DS0 Cable Termination per 100 pair NRC 4.17

DS1 Cable Termination per 28 pair NRC 1.04

DS3 Coaxial Cable Termination per termination NRC 1.04

(Preconnectorized) per termination NRC 10.42

DS3 Coaxial Cable Termination (Unconnectorized) per termination NRC 1.15

Fiber Optic Patchcord Termination per termination NRC 1.15

Fiber Cable Pull

Engineering per project NRC 606.30

Place Innerduct per lin ft NRC 1.32

Pull Cable per lin ft NRC 0.93

Cable Fire Retardant per occurrence NRC 41.68

Fiber Cable Splice

Engineering per project NRC 30.32

Splice Cable per fiber NRC 72.70

BITS Timing

per project NRC 291.20

Monthly Recurring Prices

Equipment Maintenance per quarter rack MRC 71.62

DC Power (10 Amp Minimum) per load amp MRC 14.69

Environmental Conditioning (10 Amp Minimum) per load amp MRC 2.09

Facility Termination

DS0 per 100 pr MRC 3.33

DS1 per 28 pr MRC 16.58

DS3 per DS3 MRC 10.41

Fiber Optic Patchcord per connector MRC 0.88

Cable Rack Space - Metallic

per cable run MRC 1.64

Cable Rack Space - Fiber

per innerduct ft MRC 0.02

Fiber Optic Patchcord Duct Space

per cable run MRC 0.52

Manhole Space - Fiber

per project MRC 5.60

Subduct Space - Fiber

per lin ft MRC 0.03

Cable Vault Splice

Fiber Cable - 48 Fiber

Material per splice MRC 8.26

VIRTUAL COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
Fiber Cable - 96 Fiber			
Material	per splice	MRC	23.52
BITS Timing	per occurrence	MRC	10.08

MICROWAVE COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Non-Recurring Prices

Augment Fee	per occurrence	NRC	\$1,327.68
Facility Pull			
Engineering	per project	NRC	75.50
Labor	per linear ft	NRC	1.15
Building Penetration for Microwave Cable	per occurrence	NRC	ICB
Special Work for Microwave	per occurrence	NRC	ICB

Monthly Recurring Prices

Rooftop Space	per sq ft	MRC	2.71
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DEDICATED TRANSIT SERVICE COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
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Non-Recurring Prices**DS0**

Service Order - Semi-Mechanized	per order	NRC	30.31
Service Order - Manual	per order	NRC	48.05
Service Connection - CO Wiring	per jumper	NRC	6.95
Service Connection - Provisioning	per order	NRC	42.97

DS1/DS3/Dark Fiber

Service Order - Semi-Mechanized	per order	NRC	30.31
Service Order - Manual	per order	NRC	48.05
Service Connection - CO Wiring	per jumper	NRC	16.91
Service Connection - Provisioning	per order	NRC	113.61

Lit Fiber

ICB

MISCELLANEOUS COLLOCATION SERVICES

Elements	Increment	NRC / MRC	Rate
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Labor:

	per rates below
Overtime Repair Labor	per rates below
Additional Installation Testing Labor	per rates below
Standby Labor	per rates below
Testing & Maintenance with Other Telcos, Labor	per rates below
Other Labor	per rates below

Labor Rates:**Basic Time, Business Day, Per Technician**

First Half Hour or Fraction Thereof	NRC	\$37.70
Each Additional Half Hour or Fraction Thereof	NRC	18.85

Overtime, Outside the Business Day

First Half Hour or Fraction Thereof	NRC	100.00
Each Additional Half Hour or Fraction Thereof	NRC	75.00

Prem.Time, Outside Business Day, Per Tech

First Half Hour or Fraction Thereof	NRC	150.00
Each Additional Half Hour or Fraction Thereof	NRC	125.00

Cable Material

Facility Cable-DS0 Cable (Connectorized) 100 pair	per cable run	NRC	328.28
Facility Cable-DS1 Cable (Connectorized)	per cable run	NRC	304.78
Facility Cable-DS3 Coaxial Cable	per cable run	NRC	83.84
Fiber Optic Patchcord - 24 Fiber (Connectorized)	per cable run	NRC	834.35
Power Cable-Wire Power 1/0	per cable run	NRC	91.57
Power Cable-Wire Power 2/0	per cable run	NRC	133.01
Power Cable-Wire Power 3/0	per cable run	NRC	148.41
Power Cable-Wire Power 4/0	per cable run	NRC	182.41
Power Cable-Wire Power 350 MCM	per cable run	NRC	311.37
Power Cable-Wire Power 500 MCM	per cable run	NRC	434.07
Power Cable-Wire Power 750 MCM	per cable run	NRC	668.68
Facility Cable - Category 5 Connectorized	per linear ft	NRC	1.10

Collocation Space Report

per premise	NRC	1217.52
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DESCRIPTION AND APPLICATION OF RATE ELEMENTS

Non-Recurring Charges

The following are non-recurring charges (one-time charges) that apply for specific work activity:

Engineering/Major Augment Fee. The Engineering/Major Augment Fee applies for each initial Caged, Cageless, Virtual, or Microwave collocation request and major augment requests for existing Caged, Cageless, and Virtual collocation arrangements. This charge recovers the costs of the initial walkthrough to determine if there is sufficient collocation space, the best location for the collocation area, what building modifications are necessary to provide collocation, and if sufficient DC power facilities exist in the premises to accommodate collocation. This fee also includes the total time for the Building Services Engineer and the time for the Outside Plant and Central Office Engineers to attend status meetings.

Engineering/Major Augment Fee (Microwave Only). The Engineering/Major Augment Fee for Microwave Collocation applies when an existing Caged and Cageless collocation arrangement is augmented with newly installed microwave antennae and other exterior facilities. This charge recovers the costs of the initial walkthrough to determine if there is sufficient space, the best location for the microwave antennae and other exterior facilities, what building modifications are necessary, if any, and if sufficient support facilities exist in the premises to accommodate the microwave antennae and other exterior facilities. This fee also includes the total time for the Building Services Engineer to coordinate the entire project.

Minor Augment Fee. The Minor Augment Fee applies for each minor augment request of an Existing Caged, Cageless, Virtual, or Microwave collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space. Minor augments are those requests that require the Company to perform a service or function on behalf of the CLEC including, but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

Access Card Administration. The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card basis.

Cage Grounding Bar. The Cage Grounding Bar rate recovers the material and labor costs to provision a ground bar, including necessary ground wire, in the collocator's cage.

BITS Timing. The non-recurring charge for BITS Timing includes engineering, materials, and labor costs to wire a BITS port to the CLEC's equipment. If requested, it is applied on a per project basis.

Overhead Superstructure. The Overhead Superstructure charge is applied for each initial caged and cageless collocation application. The Overhead Superstructure charge is designed to recover Verizon's engineering, material, and installation costs for extending dedicated overhead superstructure.

Facility Cable or Fiber Optic Patchcord Pull/Termination-Engineering. The Facility Cable or Fiber Optic Patchcord Pull/Termination-Engineering charge is applied per project to recover the engineering costs of pulling and terminating the interconnection wire (cable or fiber patchcord) from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel. The charge would also apply per project to recover the engineering costs of

pulling transmission cable from microwave antennae facilities on the rooftop to the collocation cage or relay rack.

Facility Pull. The Facility Pull charge is applied per cable run and recovers the labor cost of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

Cable Termination. The Cable Termination charge is applied per cable or fiber optic patchcord terminated and is designed to recover the labor cost of terminating or disconnecting transmission cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

Fiber Cable Pull-Engineering. The Fiber Cable Pull-Engineering charge is applied per project to cover the engineering costs for pulling the CLEC's fiber cable, when necessary, into Verizon's central office.

Fiber Cable Pull-Place Innerduct. The Fiber Cable Pull-Place Innerduct charge is applied per linear foot to cover the cost of placing innerduct. Innerduct is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber cable is pulled.

Fiber Cable Pull-Labor. This charge is applied per linear foot and covers the labor costs of pulling the CLEC's fiber cable into Verizon's central office.

Fiber Cable Pull-Fire Retardant. This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

Fiber Optic Patchcord Termination. The Fiber Optic Patchcord Termination is applied per fiber cable termination and recovers the labor cost to terminate the fiber optic patchcord cable.

Fiber Splice-Engineering. The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.

Fiber Splice. The Fiber Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.

DC Power. Non-recurring charges for DC Power are applied for each caged, cageless, and virtual collocation application and major DC Power augments to existing arrangements. These charges recover Verizon's engineering and installation costs for pulling and terminating DC power cables to the collocation area. For initial applications, each DC Power feed will require two (2) cables.

Cable Material Charges. The CLEC has the option of providing its own cable or Verizon may, at the CLEC's request, provide the necessary transmission and power cables for caged, cageless, and virtual collocation arrangements. If Verizon provides these cables, the applicable Cable Material Charge will be charged.

Adjacent Engineering Fee. The Adjacent Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing Adjacent On-Site collocation. The labor charges are for an on-site visit, preliminary investigation of the manhole/conduit systems, wire center and property, and contacting other agencies that could impact the provisioning of adjacent collocation.

Adjacent Facility Pull-Labor. This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

Adjacent Fiber Cable Termination. This charge covers the labor of terminating fiber cable for adjacent collocation to the main distribution frame block or DSX panel.

Collocation Space Report. When requested by a CLEC, Verizon will submit a report that indicates Verizon's available collocation space in a particular premise. The report will be issued within ten calendar days of the request. The report will specify the amount of collocation space available at each requested premise, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that Verizon is taking to make additional space available for collocation.

Miscellaneous Services Labor. Additional labor, if required, by Verizon to complete a collocation request, disconnect collocation power cables, remove collocation equipments, or perform inventory services for CLECs.

Facility Pull (Microwave Only). The Facility Pull charge is applied per linear foot and recovers the labor cost of pulling transmission cable from the microwave antennae and other exterior facilities on the rooftop to the transmission equipment in the collocation cage or relay rack.

Building Penetration for Microwave Cable. The reasonable costs to penetrate buildings for microwave cable to connect microwave antennae facilities and other exterior facilities to the transmission equipment in the collocation cage or relay rack will be determined and applied on an individual case basis, where technically feasible, as determined by the initial and subsequent Engineering surveys.

Special Work for Microwave. The costs incurred by Verizon for installation of CLEC's microwave antennae and other exterior facilities that are not recovered via other microwave rate elements will be determined and applied on an individual case basis.

Virtual Equipment Installation. The Virtual Equipment Installation charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by Verizon for engineering and installation of the virtual collocation equipment. This charge would apply to the installation of powered equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the installation of splitters.

Virtual Software Upgrade. The Virtual Software Upgrade charge is applied per base unit when Verizon, upon CLEC request, installs software to upgrade equipment for an existing Virtual Collocation arrangement.

Virtual Card Installation. The Virtual Card Installation charge is applied per card when Verizon, upon CLEC request, installs additional cards for an existing Virtual Collocation arrangement.

Dedicated Transit Service (DTS) Service Order Charge. Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.

Dedicated Transit Service (DTS) – Service Connection CO Wiring. Applied per DTS circuit to the requesting CLEC for recovery of DTS jumper material, wiring, service turn-up for DS0, DS1, DS3, and dark fiber circuits.

Dedicated Transit Service (DTS) – Service Connection Provisioning. Applied per DTS order to the request CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1, DS3, and dark fiber circuits for DTS.

Monthly Recurring Charges

The following are monthly charges. Monthly charges apply each month or fraction thereof that Collocation Service is provided.

Caged Floor Space. Caged Floor Space is the cost per square foot to provide environmentally conditioned caged floor space to the CLEC. Environmentally conditioned space is that which has proper humidification and temperature controls to house telecommunications equipment. The cost includes only that which relates directly to the land and building space itself.

Relay Rack Floor Space. The Relay Rack Floor Space charge provides for the environmentally conditioned floor space that a relay rack occupies based on linear feet. The standardized relay rack floor space depth is based on half the aisle area in front and back of the rack, and the depth of the equipment that will be placed within the rack.

Cable Subduct Space-Manhole. This charge applies per project per month and covers the cost of the space that the outside plant fiber occupies within the manhole.

Cable Subduct Space. The Subduct Space charge covers the cost of the subduct space that the outside plant fiber occupies and applies on a per linear foot basis.

Fiber Cable Vault Splice. The Fiber Cable Vault Splice charge applies per splice and covers the space and material cost associated with the CLEC's fiber cable splice within Verizon's cable vault.

Cable Rack Space-Metallic. The Cable Space-Metallic charge is applied for each DS0, DS1 and DS3 cable run. The charge is designed to recover the space utilization cost that the CLEC's metallic and coaxial cable occupies within Verizon.

Cable Rack Space-Fiber. The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLEC's fiber cable occupies within Verizon's cable rack system.

Fiber Optic Patchcord Duct Space. The Fiber Optic Duct Space rate element is applied per cable run and recovers the cost for the central office duct space occupied by the fiber optic patchcord cable.

DC Power. The DC Power monthly charge is applied on a per load amp basis with a 10 amp minimum for each caged, cageless, and virtual collocation arrangement. This charge is designed to recover the monthly facility and utility expense to power the collocation equipment.

Facility Termination. This charge is applied per cable terminated. This charge is designed to recover the labor and material costs of the applicable main distribution frame 100 pair circuit block, DSX facility termination panel, or fiber distribution panel.

BITS Timing. The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per port cost.

Building Modification. The Building Modification monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the following items in Verizon's premises: security, dust partition, ventilation ducts, demolition/site work, lighting, outlets, and grounding equipment.

Environmental Conditioning. The Environmental Conditioning charge is applied to each caged, cageless, and virtual arrangement on a per load amp increment (10 amp minimum) based on the

CLEC's DC Power requirements. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLEC's equipment in Verizon's premises.

Adjacent Cable Vault Space. The Adjacent Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.

Adjacent Cable Rack Space. This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.

Microwave Rooftop Space. Microwave Rooftop Space is the cost per square foot to provide rooftop space to the CLEC for microwave antennae and other exterior facilities. The cost includes only that which relates directly to the land and building space itself.

Virtual Equipment Maintenance. The Virtual Equipment Maintenance charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for maintenance of the CLEC's virtual collocation equipment. This charge would apply to the maintenance of equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the maintenance of splitters.

B. INTRADO COMM SERVICES**I. INTERCONNECTION****Service or Element Description:****Recurring Charges:****Non-Recurring Charge:**

Per DS1	\$ 127.00	\$ 250.00
Per DS0	\$ 40.00	\$250.00

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in

Case No(s). 08-0198-TP-ARB

Summary: Agreement - Part 2 of 2 - Agreement By and Between Intrado Communications Inc. and Verizon North Inc. for the State of Ohio electronically filed by Mr. Thomas E Lodge on behalf of Verizon North Inc.