

- 4.8.1.2 Under Splitter Option C, upon request by Ymax, either Verizon or, at Ymax's election, a Verizon-approved vendor selected by Ymax will install a Ymax-provided test head to enable Ymax to conduct remote physical tests of the shared Loop. This optional Ymax-provided test head will be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The Ymax-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the Ymax-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the Ymax-provided test head, and will direct all required activity.
- 4.8.1.3 Under either Splitter Option, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to Ymax during normal trouble isolation procedures in accordance with reasonable procedures.
- 4.8.1.4 Under either Splitter Option, upon request by Ymax, Verizon will make MLT access available to Ymax via RETAS after the Service Order has been completed. Ymax will utilize the circuit number to initiate a test.
- 4.8.1.5 Where Verizon has deployed Wideband Test equipment (i.e., Verizon-East), under either Splitter Option, upon request by Ymax, Verizon shall perform a Wideband Test to diagnose troubles and provide Ymax with the test results during the trouble shooting process. Charges for Wideband Testing are as set forth in the Pricing Attachment.
- 4.8.2 In those serving End Offices where Verizon has not employed a POT Bay for interconnection of Ymax's collocation arrangement with Verizon's network, Ymax will not be permitted to supply its own test head. Instead, Verizon will make a testing system available to Ymax through use of the on-line computer interface test system at www.verizon.com/wise.
- 4.8.3 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where Ymax has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and Ymax will each dispatch a technician to an agreed-upon point to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that Ymax should reasonably have been able to isolate and diagnose through one of the testing options available to Ymax above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

- 4.8.4 Verizon and Ymax each have a responsibility to educate the Customer regarding which service provider should be called for problems with their respective service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog Voice Grade services and the physical line between the NID at the Customer premises and the point of demarcation in the Central Office. Ymax will be responsible for repairing services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. If a splitter or test head that Ymax has provided to Verizon malfunctions, Ymax shall provide a replacement splitter or test head to Verizon. Before either Party initiates any activity on a shared Loop that may cause a disruption of the service of the other Party, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and Ymax will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.
- 4.8.5 When Verizon provides Inside Wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the Inside Wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with Ymax's Advanced Services. Verizon will not repair any CPE provided by Ymax. Before a trouble ticket is issued to Verizon, Ymax shall validate whether the Customer is experiencing a trouble that arises from Ymax's service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.
- 4.8.6 In the case of a trouble reported by the Customer on its Voice Grade service, if Verizon determines the reported trouble arises from Ymax's equipment, splitter problems, or Ymax's activities, Verizon will:
- 4.8.6.1 Notify Ymax and request that Ymax immediately test the trouble on Ymax's service.
 - 4.8.6.2 If the Customer's Voice Grade service is so degraded that the Customer cannot originate or receive Voice Grade calls, and Ymax has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's Voice Grade service if Verizon determines in good faith that the cause of the voice interruption is Ymax's service. Where the Customer's Voice Grade service is degraded by Ymax's particular technology deployment, Verizon will, to the extent required by Applicable Law, establish before the Commission that Ymax's particular technology deployment is causing the significant degradation and, upon Verizon having done so, Ymax will discontinue deployment (or use) of that technology and will migrate its Customers to technologies that will not significantly degrade the performance of other such services.
 - 4.8.6.3 Upon completion of the steps in Sections 4.8.6.1 and 4.8.6.2 of this Attachment, Verizon may temporarily remove the Ymax-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is Ymax's service.

- 4.8.6.4 Upon notification from Ymax that the malfunction in Ymax's service has been cleared, Verizon will restore Ymax's service by restoring the splitter on the Customer's Loop.
- 4.8.6.5 Upon completion of the above steps, Ymax will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning Ymax service from the Customer's line if the cause of the voice interruption was Ymax's service.
- 4.8.6.6 Verizon shall not be liable to Ymax, the Customer, or any other person, for damages of any kind for disruptions to Ymax's service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and Ymax shall indemnify Verizon from any Claims that result from such steps.

5. Line Splitting

CLECs may provide integrated voice and data services over the same Loop by engaging in "Line Splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any Line Splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a Line Splitting capability, CLECs may utilize supporting Verizon OSS to order and combine in a Line Splitting configuration an unbundled xDSL Compatible Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled circuit switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a Line Splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a Line Splitting configuration using the same Network Elements utilized in the pre-existing platform arrangement, or seeking to migrate a Line Sharing arrangement to a Line Splitting configuration using the existing Loop, a Verizon Local Switching Network Element, and the existing central office wiring configuration, may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.

6. Sub-Loop

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Ymax, Verizon shall allow Ymax to access Sub-Loops unbundled from local switching and transport, in accordance with the terms of this Section 6 and the rates and charges set forth in the Pricing Attachment. Verizon shall allow Ymax access to Sub-Loops in accordance with, but only to the extent required by, Applicable Law. The available Sub-Loop types are as set forth below.

6.1 Unbundled Sub-Loop Arrangement– Distribution (USLA).

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Ymax, Verizon shall provide Ymax with access to a Sub-Loop Distribution Facility in accordance with, and subject to, the terms and provisions of this Section 6.1, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Verizon's applicable Tariffs. Verizon shall provide Ymax with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, Applicable Law.

- 6.1.1 Ymax may request that Verizon reactivate (if available) an unused drop and NID or provide Ymax with access to a drop and NID that, at the time of Ymax's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).
- 6.1.2 Ymax may obtain access to a Sub-Loop Distribution Facility only at an FDI, through any method required by Applicable Law, in addition to existing methods such as from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if Ymax is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of Ymax at such terminal. If Ymax obtains access to a Sub-Loop Distribution Facility from a TOPIC, Ymax shall install a TOPIC on an easement or Right of Way obtained by Ymax within 100 feet of the Verizon FDI to which such Sub-Loop Distribution Facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a Ymax TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by Ymax for any of Ymax's electronics in the TOPIC. Ymax shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.
- 6.1.3 Ymax may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Ymax, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether the Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.
- 6.1.4 To order access to a Sub-Loop Distribution Facility from a TOPIC, Ymax must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to a Ymax TOPIC. To make such a request, Ymax must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which Ymax wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of Ymax's demand for access to Sub-Loop Distribution Facilities at the requested FDI. Ymax must submit the application fee set forth in the Pricing Attachment attached hereto and Verizon's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution Facility Interconnection Application. Ymax must submit Sub-Loop Interconnection Applications to:

Ymax's Account Manager

- 6.1.5 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Verizon shall provide to Ymax a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").
- 6.1.6 Ymax shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of Ymax's receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if Ymax breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide Ymax with access to a Sub-Loop Distribution Facility, Verizon shall bill Ymax, and Ymax shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.
- 6.1.7 After Verizon has completed the installation of the interconnecting cable to a Ymax TOPIC and Ymax has paid the full cost of such installation, Ymax can request the connection of Verizon Sub-Loop Distribution Facilities to the Ymax TOPIC. At the same time, Ymax shall advise Verizon of the services that Ymax plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. Ymax shall run any crosswires within the TOPIC.
- 6.1.8 If Ymax requests that Verizon reactivate an unused drop and NID, then Ymax shall provide dial tone (or its DSL equivalent) on the Ymax side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution Facility to the Ymax dial tone or equivalent from the TOPIC. If Ymax requests that Verizon provide Ymax with access to a Sub-Loop Distribution Facility that, at the time of Ymax's request, Verizon is using to provide service to a Customer, then, after Ymax has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution Facility using the "loop through" approach. On the due date, Ymax shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit Ymax's LNP request.
- 6.1.9 Verizon will not provide access to a Sub-Loop Distribution Facility if Verizon is using the loop of which the Sub-Loop Distribution Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such

Customer first disconnects the service that utilizes derived channel technology.

- 6.1.10 Verizon shall provide Ymax with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals
- 6.1.11 Verizon shall repair and maintain a Sub-Loop Distribution Facility at the request of Ymax and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. Ymax accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) Ymax reports to Verizon a Customer trouble, (b) Ymax requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution Facility facilities or equipment in whole or in part, Ymax shall pay Verizon the charges set forth in the Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by Ymax is not available at the appointed time. If as the result of Ymax instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Ymax by Verizon. If as the result of Ymax instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Ymax by Verizon.

6.2 Unbundled Feeder Sub-Loop – Element (UFSE).

- 6.2.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Ymax, Verizon shall provide Ymax with access to a Sub-Loop Feeder Facility in accordance with, and subject to, the terms and provisions of this Section 6.2, the rates and charges provided in the Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs.
- 6.2.2 Ymax may obtain access to a Sub-Loop Feeder Facility through any method required by Applicable Law, in addition to existing methods such as from a Ymax collocation arrangement in the Verizon End Office where such Sub-Loop Feeder Facility originates, in which case Verizon shall terminate a Sub-Loop Feeder Facility in an RTEE that subtends such End Office only if Ymax has a collocation arrangement in such RTEE. Upon Ymax's request, Verizon will connect a Sub-Loop Feeder Facility to a Ymax collocation arrangement in the Verizon End Office where the Sub-Loop Feeder Facility originates and to either a Ymax collocation arrangement in the Verizon RTEE that subtends such End Office or a Telecommunications Carrier Outside Plant Cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the End Office and that Ymax has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and Ymax that governs the establishment of such TOPIC. Verizon shall connect a Sub-Loop Feeder Facility to the point of termination bay of a Ymax collocation arrangement in a Verizon Central Office or to a Ymax TOPIC, by installing appropriate cross connections and Verizon shall be solely responsible for installing

such cross connections. Ymax may obtain access to a Sub-Loop Feeder Facility between an End Office and an RTEE or an FDI only if DS1 or DS3-capable transmission facilities are available and not in use between such office and RTEE or FDI.

- 6.2.3 Ymax shall run any crosswires within a Ymax physical collocation arrangement and a Ymax TOPIC and Ymax will have sole responsibility for identifying to Verizon where a Sub-Loop Feeder Facility should be connected to a Ymax collocation arrangement. Ymax shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and Ymax shall not bill Verizon, and Verizon shall not pay Ymax, for providing such power and space.
- 6.2.4 Verizon shall not be obligated to provide to Ymax any multiplexing at an RTEE or at a TOPIC. If Ymax requests access to a Sub-Loop Feeder Facility and a Sub-Loop Distribution Facility that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to Ymax in accordance with, but only to the extent required by, the terms, provisions and rates in this Agreement that govern loops, if any.
- 6.2.5 Verizon shall provide Ymax with access to Sub-Loop Feeder Facility in accordance with negotiated intervals.
- 6.2.6 Verizon shall repair and maintain a Sub-Loop Feeder Facility at the request of Ymax and subject to the time and material rates set forth in the Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. Ymax may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. Ymax accepts responsibility for initial trouble isolation for Sub-Loop Feeder Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) Ymax reports to Verizon a trouble, (b) Ymax requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Sub-Loop Feeder Facilities or equipment in whole or in part, then Ymax shall pay Verizon the charges set forth in Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when a Ymax contact as designated by Ymax is not available at the appointed time. If as the result of Ymax instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Ymax by Verizon. If as the result of Ymax instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Ymax by Verizon.

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow Ymax to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment and the Pricing Attachment.

7. Inside Wire

7.1 House and Riser.

[This Section Intentionally Left Blank].

8. Dark Fiber

8.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Ymax, Verizon shall provide Ymax with access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and rates, terms and conditions of Verizon's applicable Tariffs. Access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided by Verizon only where existing facilities are available. Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided in accordance with, but only to the extent required by, Applicable Law. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF consist of Verizon optical transmission facilities without attached multiplexers, aggregation or other electronics. To the extent Verizon's Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF contain any lightwave repeaters (e.g., regenerators or optical amplifiers) installed thereon, Verizon shall not remove the same. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offerings.

8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF:

8.2.1 Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at a Verizon accessible terminal in Verizon's Central Office that can be cross-connected to Ymax's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's accessible terminal located in Verizon's main termination point in the Customer premises in the same serving wire center. Verizon shall be required to provide a Dark Fiber Sub-Loop only where (1) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal in Verizon's Central Office that can be cross-connected to Ymax's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Ymax's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal located at Verizon's main termination point located within the Customer premises and the other end terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Ymax's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Ymax's collocation arrangement or adjacent structure and the other end terminates at Verizon's accessible terminal at another Verizon remote terminal equipment enclosure that can be cross-connected to Ymax's collocation arrangement or adjacent structure. A Ymax demarcation point at a Customer premises shall be established in the main telco room of the Customer premises if Verizon is located in that room or, if the building does not have a main telco room or if Verizon is not

located in that room, then at a location to be determined by Verizon. A Ymax demarcation point at a Customer premises shall be established at a location that is no more than thirty (30) feet from Verizon's accessible terminal on which the Dark Fiber Loop or Dark Fiber Sub-Loop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Sub-Loop to the Ymax demarcation point by installing a fiber jumper no greater than thirty (30) feet in length.

- 8.2.2 Ymax may access a Dark Fiber Loop, a Dark Fiber Sub-Loop, or Dark Fiber IOF only at a pre-existing Verizon accessible terminal of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, and Ymax may not access a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF at any other point, including, but not limited to, a splice point or case. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF are not available to Ymax unless such Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF are already terminated on an existing Verizon accessible terminal. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch panel, are not available to Ymax.
- 8.2.3 Except if and, to the extent required by, Applicable Law, Verizon will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate Ymax's request.
- 8.2.4 Verizon shall perform all work necessary to install (1) a cross connect or a fiber jumper from a Verizon accessible terminal to a Ymax collocation arrangement or (2) from a Verizon accessible terminal to Ymax's demarcation point at a Customer premises or Ymax Central Office.
- 8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of Ymax's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the Ymax's Dark Fiber Inquiry Form, indicating whether Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF may be available (if so available, an "Acknowledgement") based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF. Where a direct Dark Fiber IOF route is not available, Verizon will provide, where available, Dark Fiber IOF via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in the Pricing Attachment. Verizon reserves the right to limit the number of intermediate Verizon Central Offices on an indirect route consistent with limitations in Verizon's network design and/or prevailing industry practices for optical transmission applications. Any limitations on the number of intermediate Verizon Central Offices will be discussed with Ymax. If access to Dark Fiber IOF is not available, Verizon will notify Ymax, within fifteen (15) Business Days, that no spare Dark Fiber IOF is available over the direct route nor any reasonable alternate indirect route, except that for voluminous

requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in the Pricing Attachment.

8.2.5.1 Ymax shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in the Pricing Attachment, pending receipt of an order for the Dark Fiber.

8.2.5.2 Upon request from Ymax as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for Ymax's use for ten (10) Business Days from Ymax's receipt of Acknowledgement and may not allow any other party (including Verizon) to use such fiber during that time period.

8.2.5.3 Ymax shall submit an order for the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF as soon as possible using the standard ordering process or parallel provisioning process as described in Section 8.2.5.5. The standard ordering process shall be used when Ymax does not have additional requirements for collocation. The parallel provisioning process shall be used when Ymax requires new collocation facilities or changes to existing collocation arrangements.

8.2.5.4 If no order is received from Ymax for the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF within ten (10) Business Days from Ymax's receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that Verizon previously notified Ymax are available. Should Ymax submit an order to Verizon after the ten (10) Business Day reservation period for access to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that Verizon has previously notified Ymax was available, Ymax assumes all risk that such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will no longer be available.

8.2.5.5 Upon Ymax's request, the Parties will conduct parallel provisioning of collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF in accordance with the following terms and conditions:

8.2.5.5.1 Ymax will use existing interfaces and Verizon's current applications and order forms to request collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF.

8.2.5.5.2 Verizon will parallel process Ymax's requests for collocation, including augments, and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF.

- 8.2.5.5.3 Before Ymax submits a request for parallel provisioning of collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, Ymax will:
 - 8.2.5.5.3.1 submit a Dark Fiber Inquiry Form and receive an Acknowledgement from Verizon; and
 - 8.2.5.5.3.2 submit a collocation application for the Verizon Central Office(s) where the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF terminates and receive confirmation from Verizon that Ymax's collocation application has been accepted.
- 8.2.5.5.4 Ymax will prepare requests for parallel provisioning of collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF in the manner and form reasonably specified by Verizon.
- 8.2.5.5.5 If Verizon rejects Ymax's Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request, Ymax may cancel its collocation application within five (5) Business Days of such rejection and receive a refund of the collocation application fee paid by Ymax, less the costs Verizon incurred to date.
- 8.2.5.5.6 If Verizon accepts Ymax's Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request, Verizon will parallel provision the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF to a temporary location in Verizon's Central Office(s). Verizon will charge and Ymax will pay for parallel provisioning of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF at the rates specified in the Pricing Attachment beginning on the date that Verizon accepts each Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request.
- 8.2.5.5.7 Within ten (10) days after Verizon completes a Ymax collocation application, Ymax shall submit a Dark Fiber change request to reposition Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF from the temporary location in that Verizon Central Office(s) to the permanent location at Ymax's collocation arrangement in such Verizon Central Office(s). Ymax will prepare such request(s) in the manner and form specified by Verizon.

- 8.2.5.5.8 If Ymax cancels its collocation application, Ymax must also submit a cancellation for the unbundled Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF provisioned to the temporary location in the Verizon Central Office(s).
- 8.2.6 Ymax shall order Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF by sending to Verizon a separate ASR for each A to Z route.
- 8.2.7 Where a collocation arrangement can be accomplished in a Verizon premises, access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that terminate in a Verizon premises must be accomplished via a collocation arrangement in that Verizon premises. In circumstances where a collocation arrangement cannot be accomplished in a Verizon premises, the Parties agree to negotiate for possible alternative arrangements.
- 8.2.8 A Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be offered to Ymax in the condition that it is available in Verizon's network at the time that Ymax submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for Ymax's use.
- 8.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, and, therefore, will not be offered to Ymax as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.10 Fiber that has been assigned to fulfill a Customer order for maintenance purposes or for Verizon's lit fiber optic systems will not be offered to Ymax as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.11 Ymax shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.
- 8.2.12 Ymax may not resell Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, purchased pursuant to this Agreement to third parties.
- 8.2.13 Except to the extent that Verizon is required by Applicable Law to provide Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF to Ymax for use for Special or Switched Exchange Access Services, Ymax shall not use Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, for Special or Switched Exchange Access Services.
- 8.2.14 In order to preserve the efficiency of its network, Verizon may, upon a showing of need to the Commission, limit Ymax to leasing up to a maximum of twenty-five percent (25%) of the Fiber Loops, Fiber Sub-Loops or Fiber IOF in any given segment of Verizon's network. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

- 8.2.14.1 Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to Ymax upon a showing of need to the Commission and twelve (12) months' advance written notice to Ymax; and
- 8.2.14.2 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Ymax order for Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Ymax, or impair Verizon's ability to meet a legal obligation.
- 8.2.15 Except as expressly set forth in this Agreement, Ymax may not reserve Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.16 Ymax shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF accommodate the requirements of Ymax; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) except as set forth with respect to the parallel provisioning process addressed above, Ymax's collocation arrangements with any proper optical cross connects or other equipment that Ymax needs to access Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF before it submits an order for such access. Ymax hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the geographic location at which it wishes to establish a demarcation point for a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, on or before the date that Ymax places an order for the applicable Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, and that it shall maintain the same going forward.
- 8.2.17 Ymax is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that have been broken. Verizon will not repair a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF have changed.
- 8.2.18 Ymax is responsible for all work activities at the Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of Ymax.
- 8.2.19 Ymax may request the following, which shall be provided on a time and materials basis (as set forth in the Pricing Attachment):
- 8.2.19.1 A fiber layout map that shows the streets within a Verizon Wire Center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to Ymax subject to the agreement of Ymax, in writing, to treat the maps as

confidential and to use them for preliminary design purposes only. Ymax acknowledges that fiber layout maps do not show whether or not spare Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF are available. Verizon shall provide fiber layout maps to Ymax subject to a negotiated interval.

- 8.2.19.2 A field survey that shows the availability of Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF between two or more Verizon Central Offices, a Verizon Central Office and a Ymax Central Office or a Verizon End Office and the premises of a Customer, shows whether or not such Dark Fiber Loop(s), Dark Fiber Sub-Loop(s), or Dark Fiber IOF are defective, shows whether or not such Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon's Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF. If a field survey shows that a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF is available, Ymax may reserve the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If Ymax submits an order for access to such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be available when Verizon receives such order, and Ymax assumes all risk that the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will not be available. Verizon shall perform a field survey subject to a negotiated interval. If a Ymax submits an order for a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF without first obtaining the results of a field survey of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, Ymax assumes all risk that the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will not be compatible with Ymax's equipment, including, but not limited to, order cancellation charges.

9. Network Interface Device

- 9.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Ymax, Verizon shall permit Ymax to connect a Ymax Loop to the Inside Wiring of a Customer's premises through the use of a Verizon NID in accordance with this Section 9 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Ymax with access to NIDs in accordance with, but only to the extent required by, Applicable Law. Ymax may access a Verizon NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining Ymax NID deployed by Ymax or, if an entrance module is available in the Verizon NID, by connecting a Ymax Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.

- 9.2 In no case shall Ymax access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.
- 9.3 In no case shall Ymax access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.
- 9.4 In no case shall Ymax remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 In no case shall Ymax remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.
- 9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).
- 9.7 When Ymax is connecting a Ymax-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Ymax does not need to submit a request to Verizon and Verizon shall not charge Ymax for access to the Verizon NID. In such instances, Ymax shall comply with the provisions of Sections 9.2 through 9.7 of this Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 9.8 of this Attachment.
- 9.8 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Ymax may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:
- 9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, Ymax may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to Ymax's NID.
- 9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, Ymax may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wiring from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.
- 9.8.3 Ymax may request Verizon to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. Ymax, its agent, the building owner or the Customer). If Ymax accesses the Customer's Inside Wiring as described in this Section 9.8.3, time and materials charges will be billed to the requesting party (i.e. Ymax, its agent, the building owner or the Customer).

10. Unbundled Circuit Switching Elements

10.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall make available to Ymax the local circuit switching element and Tandem circuit switching element unbundled from transport, local Loop transmission, or other services, in accordance with this Section 10 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Ymax with access to the local circuit switching element and the Tandem circuit switching element in accordance with, but only to the extent required by, Applicable Law. Notwithstanding any other provision of this Agreement and, for the avoidance of any doubt, Ymax shall not order and, Verizon shall not have any obligation to provide, any non-circuit switched elements (e.g., Verizon shall not be obligated to provide a packet switched element).

10.2 Local Circuit Switching.

10.2.1 The unbundled local circuit switching element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports), plus the features, functions, and capabilities of the circuit switch. It consists of the line-side Port (including connection between a Loop termination and a circuit switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the circuit switch and its associated deployed switch software are capable of providing and which are currently being offered to Verizon's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

10.2.2 Verizon shall offer, as an optional chargeable feature, usage tapes in accordance with Section 8 of the Additional Services Attachment.

10.2.3 Ymax may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. Ymax may submit a Bona Fide Request in accordance with Section 14.3 of this Attachment for other circuit switch features and functions that the circuit switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of Ymax to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

10.3 Network Design Request (NDR).

Prior to submitting any order for unbundled local circuit switching (as a UNE or in combination with other UNEs), Ymax shall complete the NDR process. As part of the NDR process, Ymax shall request standardized or customized routing of its Customer traffic in conjunction with the provision of unbundled local circuit switching.

If Ymax selects customized routing, Ymax shall define the routing plan and Verizon shall implement such plan, subject to technical feasibility constraints. Time and Material Charges may apply.

10.4 Tandem Circuit Switching.

The unbundled Tandem circuit switching element includes trunk-connect facilities, the basic circuit switching function of connecting trunks to trunks, and the functions that are centralized in Tandem circuit switches. Unbundled Tandem circuit switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon access Tandem for the purpose of routing a call or calls.

11. Unbundled Interoffice Facilities

- 11.1 Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at Ymax's request, Verizon shall provide Ymax with interoffice facilities (IOF) unbundled from other Network Elements at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that Ymax also purchases unbundled local circuit switching capability from Verizon in accordance with Section 10 of this Attachment. Verizon shall provide Ymax with such IOF in accordance with, but only to the extent required by, Applicable Law. Verizon will not install new electronics, and Verizon will not build new facilities.
- 11.2 If and, to the extent that, Ymax has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and Ymax has a right under Applicable Law to convert (and wishes to convert) such transport to unbundled IOF 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, Ymax 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.

12. Signaling Networks and Call-Related Databases

- 12.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Ymax, Verizon shall provide Ymax with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases, in accordance with this Section 12 and the rates and charges provided in the Pricing Attachment. Such access shall be provided by Verizon in accordance with, but only to the extent required by, Applicable Law.
- 12.2 Ymax shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve Ymax's Customers, at non-discriminatory rates (subject to the provisions of the Pricing Attachment), terms and conditions, provided further that if the Ymax information Verizon requires to provide such call-related functionality is resident in a database, Ymax will provide Verizon with the access and authorization to query Ymax's information in the databases within which it is stored.
- 12.3 Alternatively, either Party ("Purchasing Party") may secure CCS Interconnection from a commercial SS7 hub provider (third party signaling provider) to transport signaling messages to and from the Verizon CCS network, and in that case the other Party will permit the Purchasing Party to access the same databases as would have been accessible if the Purchasing Party had connected directly to the

other Party's CCS network. If a third party signaling provider is selected by Ymax to transport signaling messages, that third party provider must present a letter of agency to Verizon, prior to the testing of the interconnection, authorizing the third party to act on behalf of Ymax.

- 12.4 Regardless of the manner in which Ymax obtains CCS Interconnection, Ymax shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.
- 12.5 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Reciprocal Compensation Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored as required under applicable law.
- 12.6 The Parties will follow all OBF-adopted standards pertaining to CIC/OZZ codes.
- 12.7 Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will out pulse the full ten-digit telephone number of the called Party to the other Party.
- 12.8 The Parties acknowledge that there is a network security risk associated with interconnection with the public Internet Protocol network, including, but not limited to, the risk that interconnection of Ymax signaling systems to the public Internet Protocol network may expose Ymax and Verizon signaling systems and information to interference by third parties. Ymax shall notify Verizon in writing sixty (60) days in advance of installation of any network arrangement that may expose signaling systems or information to access through the public Internet Protocol network. Ymax shall take commercially reasonable efforts to protect its signaling systems and Verizon's signaling systems from interference by unauthorized persons.
- 12.9 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- 12.10 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:
 - 12.10.1 Telcordia Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and
 - 12.10.2 Where applicable, Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).

12.11 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: Verizon shall charge Ymax in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. Ymax shall charge Verizon rates equal to the rates Verizon charges Ymax, unless Ymax's Tariffs for CCS signaling provide for lower generally available rates, in which case Ymax shall charge Verizon such lower rates. Notwithstanding the foregoing, to the extent a Party uses a third party vendor for the provision of CCS Signaling, such charges shall apply only to the third party vendor.

13. Operations Support Systems

Subject to the conditions set forth in Section 1 of this Attachment and in Section 8 of the Additional Services Attachment, Verizon shall provide Ymax with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide Ymax with such access in accordance with, but only to the extent required by, Applicable Law. All such transactions shall be submitted by Ymax through such electronic interfaces.

14. Availability of Other Network Elements on an Unbundled Basis

14.1 Any request by Ymax for access to a Verizon Network Element that is not already available and that Verizon is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, of this Attachment. Ymax shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.

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 Applicable Law.

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 Applicable Law.

- 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 Applicable Law, 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) Ymax reports to Verizon a Customer trouble, (b) Ymax 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 Ymax 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 Ymax is not available at the appointed time. Ymax accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Ymax 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 Ymax by Verizon. If as the result of Ymax 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 Ymax by Verizon. Verizon agrees to respond to Ymax 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

Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall be obligated to provide a Combination only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Ymax, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

17. Rates and Charges

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

18. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Idaho a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with Ymax reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to Ymax, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating Ymax's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to Ymax only to the extent required by Applicable Law and may decline to provide Collocation to Ymax to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Collocation Attachment, nothing in this Collocation Attachment 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 Ymax 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.

Because the Commission rejected Verizon's Collocation Tariff Advice No. 00-05 in Order No. 28490 on August 29, 2000, Verizon shall provide Collocation according to the following terms and conditions in the State of Idaho on an interim basis only until such time as the Commission's decision is reversed and Verizon's Collocation Tariff Advice No. 00-05 is permitted to go into effect or until such time as Verizon files another Collocation Tariff in Idaho. At such time as the Commission's decision is reversed and Verizon's Collocation Tariff Advice No. 00-05 is permitted to go into effect or at such time as there is a Verizon Collocation Tariff on file with the Commission, and subject to the foregoing, the following terms and conditions will be rendered ineffectual, and Verizon shall provide Collocation to Ymax in accordance with the terms and conditions set forth in Verizon's Collocation Tariff, and Verizon shall do so regardless of whether or not such terms and conditions are effective.

Section 1 of this Collocation Attachment ("Attachment"), in conjunction with the rest of this Agreement, set forth the terms and conditions under which Verizon shall provide Collocation services to Ymax. Collocation provides for access to Verizon's "premises", for the purpose of interconnection and/or access to Unbundled Network Elements (UNEs). 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 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. Ymax 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. Ymax 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.

Any construction by Ymax 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 Ymax 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 Ymax provided equipment which is dedicated to the exclusive use of the Ymax 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 Ymax 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. Ymax 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. Ymax 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 Ymax to provide all engineering, floor space (where applicable), power, environmental and other requirements necessary for the function of the service. Ymax 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 Ymax.

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 Ymax whether space is available to accommodate Ymax'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 Ymax 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 Ymax a Collocation schedule describing Verizon's ability to meet the physical Collocation request within eight (8) Business Days after receipt of a completed application. Ymax 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 Ymax in order to complete the application. If Ymax resubmits a revised application curing any deficiencies in its original application within ten (10) calendar days after

being informed of them, Ymax 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 Ymax 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 Ymax 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 Ymax 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 Ymax 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 Ymax, that do not require Verizon to provide a service or function on behalf of Ymax, including but not limited to, requests to install additional equipment in Ymax Collocation space. Prior to the installation of the additional equipment, Ymax agrees to provide Verizon an application form with an updated equipment listing that includes the new equipment to be installed in Ymax's Collocation arrangement. Once the equipment list is submitted to Verizon, Ymax may proceed with the augment. Ymax agrees that changes in equipment provided by Ymax 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 Ymax Collocation when available space has been exhausted. Where Ymax 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 Ymax to expand its existing Collocation space. Ymax 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. Ymax 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. Ymax 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 Ymax 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 Ymax 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 Ymax 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. Ymax 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 Ymax 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 Ymax 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 Ymax jointly decide otherwise:
 - 1.3.1.3.1 Day 1—Ymax submits completed application and associated fee.
 - 1.3.1.3.2 Day 8—Verizon notifies Ymax that request can be accommodated and advises of due date.
 - 1.3.1.3.3 Day 17—Ymax 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; Ymax provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where Ymax 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 Ymax attend Collocation acceptance meeting and Verizon turns over the Collocation arrangement to Ymax. 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 Ymax 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. Ymax 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 Ymax misses (day for day). When Verizon becomes aware of the possibility of vendor delays, Verizon will first contact Ymax to attempt to negotiate a new interval. If Verizon and Ymax cannot agree, the dispute will be submitted to the Commission for prompt resolution. Verizon and Ymax 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 Ymax to schedule one escorted visit to Ymax'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 Ymax access to the Collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and Ymax's work does not impair or interfere with Verizon in completing Verizon's work. Prior to Ymax beginning the installation of its equipment, Ymax must sign a conditional acceptance of the Collocation arrangement. If Ymax elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by Ymax.
- 1.3.1.6 Intervals for non-standard arrangements, including adjacent Collocation, shall be mutually agreed upon by Ymax 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 Ymax 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 Ymax on a semi-annual basis, with each forecast covering a two-year period. Ymax 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 Ymax is eligible for line sharing/line splitting. For augments, Ymax 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 Ymax to determine the required space to be conditioned. If Verizon commits to condition space based on forecasts and if Ymax is assigned space, Ymax 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 Ymax 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 Ymax 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 Ymax 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 Ymax forecasts and if Ymax refuses to smooth demand as described in Section 1.3.3.1, Ymax 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 Ymax 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, Ymax may construct the cage with a standard enclosure if they are a Verizon approved contractor or Ymax 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 Ymax shall collocate its equipment. Verizon will assign Collocation space to Ymax in a just, reasonable, and nondiscriminatory manner. Verizon will allow Ymax requesting caged or cageless Collocation to submit space preferences on the Application Form prior to assigning caged and cageless Collocation space to Ymax. Verizon will assign caged and cageless space in accordance with the following standards: (1) Ymax's Collocation costs cannot be materially increased by the

assignment; (2) Ymax'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 Ymax 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 Ymax 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 Ymax's equipment in the same standards and parameters required for Verizon equipment within that Verizon premise. Ymax may install AC convenience outlets and overhead lighting if Ymax 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 Ymax in its Collocation application. The Ymax will specify the load on each feed and the size of the fuse to be placed on each feed. Ymax must order a minimum of ten (10) load amps for each caged, cageless, and virtual Collocation arrangement. Ymax 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 Ymax orders a total of 40 load amps of DC power and an A and B feed, Ymax could order 20 load amps on the A feed and 20 load amps on the B feed. Verizon will permit Ymax to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, Ymax could order that each feed be fused at 50 amps if Ymax wants one feed to carry the entire load in the event the other feed fails. Accordingly, Ymax 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 Ymax 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 Ymax 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 Ymax.

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 Ymax with written notification, by certified US mail to the person designated by Ymax 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, Ymax 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 Ymax 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 Ymax 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 Ymax 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 Ymax may perform its own inspection at Ymax's cage. Ymax is not required to wait for Verizon or require it to be present during Ymax test. Upon request of Ymax, Verizon will send a representative to accompany Ymax to conduct a joint inspection at Ymax cage at no charge to Ymax. Nothing herein shall be construed to prohibit Ymax from testing at its own cage. Ymax 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 Ymax's measurements differ from Verizon's.
 - 1.3.6.8.4 If the second test also exceeds the applicable buffer zone, Verizon will provide Ymax with written notification, within ten (10) Business Days, by certified U.S. mail to the person designated by Ymax 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 Ymax 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 Ymax disagrees with the results of the audit, Ymax will first notify Verizon. Verizon and Ymax 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 Ymax 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 Ymax that it must submit a non-scheduled attestation of the power being drawn at each of its remaining Collocation arrangements in the state. Ymax 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 Ymax 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, Ymax will be billed the audited load amount for four (4) months. Ymax 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. Ymax 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, Ymax will be billed the audited load amount for five (5) months. Ymax 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. Ymax 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, Ymax will be billed the audited load amount for six (6) months. Ymax 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. Ymax 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 Ymax 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 Ymax 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 Ymax 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, Ymax must submit a written statement signed by a responsible officer of Ymax, 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 Ymax's completed Collocation arrangements provided by Verizon in the state. If Ymax fails to submit this written statement by the last day in June, Verizon will notify Ymax 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 Ymax.

1.3.6.12 Whenever Verizon is required to perform work on a Collocation arrangement as a result of Ymax'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 Ymax 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 Ymax'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 Ymax 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. Ymax 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 Ymax's equipment and provided facilities for Collocation. Upon installation of all transmission and power cables for Collocation services, Ymax 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 Ymax 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 Ymax 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 Ymax 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 Ymax 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 Ymax 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.

Ymax 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 Ymax 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. Ymax 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, Ymax and Verizon will make a good faith effort to resolve the difference. Ymax 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.

Ymax 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. Ymax 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, Ymax 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 Ymax written material which will specify and explain the required construction.

- 1.3.7.4 Cable. Ymax 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. Ymax is responsible for providing fire retardant riser cable that meets Verizon standards. Verizon is responsible for placing Ymax's fire retardant riser cable from the cable vault to the Collocation space. Verizon is responsible for installing Ymax 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 Ymax provides its own fiber optic facility, then Ymax shall be responsible for bringing its fiber optic cable to the Verizon premise manhole. Ymax must leave sufficient cable length for Verizon to be able to fully extend such cable through to Ymax'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. Ymax will not be permitted to splice fiber optic cable in the first manhole outside of the Verizon premise. Where Ymax 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 Ymax's Collocation space. Verizon is responsible for installing a cable splice, if necessary, where Ymax 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 Ymax's facilities and Verizon's facilities will be designated by Verizon. This point(s) will be a direct connection(s) to Ymax's network. Verizon shall have the right to require Ymax to terminate Collocation facilities onto a Point of Termination (POT) Bay. Ymax must tag all entrance facilities to indicate ownership. Ymax 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, Ymax 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 Ymax's equipment installation work in the Collocation space. Ymax is responsible for protecting Verizon's equipment Verizon premise walls and flooring within the staging area and along the staging route. Ymax 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. Ymax may also utilize a staging trailer, which can be located on the exterior premises of Verizon premise. Verizon may assess Ymax a market value lease rate for the area occupied by the trailer.

1.3.7.8 Testing. Upon installation of Ymax's equipment, and with prior notice, Verizon and Ymax will mutually agree to schedule a meeting prior to the turn-up phase of the equipment to ensure proper functionality between Ymax'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 Ymax to provide their own monitor and test points, if required, for connection directly to its terminal equipment. If Ymax cannot attend the scheduled turn-up phase meeting for any reason, Ymax must provide Verizon with seventy-two (72) hours advanced written notice prior to the scheduled meeting. If Ymax fails to attend the scheduled meeting without the advanced written notification, Verizon reserves the right to charge Ymax additional labor rates set forth in the Pricing Attachment for subsequent turn-up meetings with Ymax 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 Ymax 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 Ymax and agreed to by Verizon. Verizon will offer DTS to Ymax 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 Ymax's Collocation arrangement to another Collocation arrangement of Ymax 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 Ymax to another CLEC.

The DTS arrangement requires Ymax to provide cable assignment information for itself as well as for the other CLEC. Verizon will not make cable assignments for DTS. Ymax is responsible for all DTS ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. When initiating a DTS request, Ymax 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 Ymax.

- 1.3.7.10 Optical Facility Terminations: If Ymax requests access to unbundled dark fiber interoffice facilities, Ymax may apply for a fiber optic patchcord connection(s) between Verizon's fiber distribution panel (FDP) and Ymax'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 Ymax's Collocation equipment or it's engineering and installation do not meet the requirements outlined in this Attachment, Ymax 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 Ymax fails to correct any non-compliance with these standards within thirty (30) days' written notice to Ymax, Verizon may have the equipment removed or the condition corrected at Ymax expense. If, during the installation phase, Verizon reasonably determines that any Ymax 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 Ymax. The reasonable cost of said work and/or actions shall be borne by Ymax. Verizon reserves the right to remove products, facilities and equipment from its list of approved products upon ninety (90) days' notice to Ymax if such products, facilities and equipment are determined to be no longer compliant with NEBS safety standards. If Ymax equipment poses an immediate safety threat, Ymax shall remove the equipment immediately.

1.3.8 Access to Collocation Space. Verizon will permit Ymax's employees, agents, and contractors approved by Verizon to have direct access to Ymax'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. Ymax'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 Ymax, to access Ymax's collocated partitioned space to perform periodic inspections to ensure compliance with Verizon installation, safety and security practices. Where Ymax 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 Ymax 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. Ymax shall be responsible for: (a) any damage or network outage occurring as a result of Ymax owned or Ymax 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 Ymax service.

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

1.3.10 Security Requirements.

1.3.10.1 Security Measures. Ymax 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 Ymax with written notice of such changes. Where applicable, Verizon will provide information to Ymax on the specific type of security training required so Ymax's employees can complete such training.

Ymax will maintain with Verizon a list of all Ymax employees who are currently authorized by Ymax to access its caged and cageless Collocation space and will include social security numbers of all such individuals. Ymax 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 Ymax 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 Ymax 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 Ymax employee or agent found in violations of the terms and conditions set forth herein.

Ymax must follow Verizon's security guidelines, which are published on Verizon's web site. Verizon may suspend a Ymax 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 Ymax employees/agents. Unless Ymax employee or agent poses an immediate threat to Verizon or other CLECs, Verizon will provide Ymax with a written explanation of violations committed by the Ymax employee or agent four (4) Business Days prior to suspending Ymax employee or agent from Verizon premises. Ymax 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 Ymax 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 Ymax employee, agent or contractor who cannot meet Verizon's established security standards. Employees, agents or contractors of Ymax 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 Ymax's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause. Ymax employees, agents or contractors who meet Verizon's established security standards will be provided access to Ymax's caged and cageless Collocation equipment 24 hours a day, seven days a week and reasonable access to Verizon's restroom facilities. If Ymax 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 Ymax employee(s), agent(s) or contractor(s) at no cost to Ymax. 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 Ymax employees and contractors to use a central or separate entrance to Verizon's premises, provided, however, that where Verizon requires that Ymax 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 Ymax'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 Ymax for each Verizon premise for the purpose of installation, maintenance and repair of Ymax's caged and cageless Collocation equipment. All Ymax 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 Ymax. The ID must be worn on the individual's exterior clothing while on or at Verizon premises. Verizon will provide Ymax with instructions and necessary access cards or keys to obtain access to Verizon premises. Ymax is required to immediately notify Verizon by the most expeditious means, when any Ymax'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. Ymax 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 Ymax's employee and/or termination of service. Ymax shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of Ymax or Ymax's employee, agent or contractor to return to Verizon.

- 1.3.11 Emergency Access. Ymax is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. Ymax 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 Ymax in advance of any such emergency access. If advance notification is not possible Verizon will provide notification of any such entry to Ymax as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact Ymax's facilities or equipment and its ability to provide service. Verizon will restrict access to Ymax'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 Ymax's Collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by Ymax or Ymax's equipment upon the operation of Verizon's or another CLEC's equipment, facilities and/or employees located outside Ymax's Collocation space. Verizon will notify Ymax as soon as possible when such an event has occurred. In case of a Verizon work stoppage, Ymax's employees, contractors or agents will comply with the emergency operation procedures established by Verizon. Such emergency procedures should not directly affect Ymax's access to its premises, or ability to provide service. Ymax will notify Verizon point of contact of any work stoppages by Ymax 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 Ymax 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 Ymax. The minimum amount of floor space available to Ymax 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 Ymax 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 Ymax 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 Ymax will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, Ymax 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. Ymax shall use the Collocation space solely for the purposes of installing, maintaining and operating Ymax's equipment to interconnect for the exchange of traffic with Verizon and/or for purposes of accessing UNEs. Ymax 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 Ymax's employee(s) work location, office or retail space, or storage. The Collocation space shall not be used as Ymax'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. Ymax shall not be permitted to reserve Verizon premise cable space or conduit system. If new conduit is required, Verizon will negotiate with Ymax to determine an alternative arrangement for the specific location. Ymax will be allowed to reserve Collocation space for its caged/cageless arrangements based on Ymax'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 Ymax equipment.

1.4.5 Collocation Space Report. Upon request by Ymax and upon Ymax 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 Ymax 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, Ymax 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 Ymax accepts the Collocation arrangement. If Ymax 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 Ymax 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. Ymax 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 Ymax when Verizon provides Ymax 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 and 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, 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 preceding and to the provisions following, with respect to any claim or suit, by Ymax 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 for the service 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 Ymax 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 Ymax and/or its end user against any claim, loss or damage arising from the use of services offered under this Attachment, involving:
 - 1.6.4.1 All claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of Ymax or its end user in connection with facilities provided by Verizon, Ymax, or the end user; or
 - 1.6.4.2 Verizon shall not be liable to Ymax 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.
- 1.6.5 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 Ymax from any and all claims by any person relating to Ymax's use of services so provided.
- 1.6.6 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.
- 1.6.7 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.
- 1.6.8 Verizon shall not be liable for any act or omission of any other entity furnishing to Ymax 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 Ymax or Ymax end user, or due to the failure of equipment, facilities, or services provided by Ymax or its end user.
- 1.6.9 Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the central office, unless caused by the gross negligence or willful misconduct of the party's agents or employees.
- 1.6.10 Ymax 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 Ymax 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 Ymax's equipment or facilities or by their proximity to the equipment or facilities or all parties occupying space within or on the exterior of Verizon's central office(s), or by any act or omission of Verizon, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of Verizon. These provisions shall survive the termination, cancellation, modification or rescission of the Agreement for at least 18 months from the date of the termination.

Verizon shall indemnify, defend and save harmless Ymax from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by Verizon 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 Verizon's provision of service within or on the exterior of the central office of by an act or omission of Ymax, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of Ymax.

- 1.6.11 Ymax 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 expense 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 central office by Ymax, and/or acts by Ymax, its employees, agents or contractors.
- 1.6.12 Ymax 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 Ymax installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.
- 1.6.13 Ymax represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. Ymax 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 Ymax, 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.

1.6.14 Verizon represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its provision of service within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. Verizon shall indemnify, defend, and hold harmless Ymax, its directors, officers, employees, agents or contractors, 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 Verizon, its directors, officers and employees, servants, agents, affiliates and parent.

1.6.15 Verizon and Ymax 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 central office 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, Ymax 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 Ymax 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 Ymax 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 Ymax 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 Ymax 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 Ymax, 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 Ymax 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 Ymax'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 Ymax, the liability and indemnification provisions of this Attachment shall apply and Verizon may terminate Ymax Collocation arrangement immediately.

1.7.2 If the Collocation equipment location or any part thereof is rendered wholly unusable through no fault of Ymax, 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 Ymax Collocation equipment location or any part thereof. In this event, Verizon will provide Ymax 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 Ymax. Ymax must vacate the premises by the date specified in the notice. Verizon's rights against Ymax 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 Ymax, which were on account of any period subsequent to such date shall be returned to Ymax.

1.7.3 After any such casualty and upon request by Verizon, Ymax shall remove from the Collocation equipment location and other associated space, as promptly as reasonably possible, all of Ymax 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, Ymax liability for applicable non-recurring and monthly recurring charges shall resume either upon occupancy by Ymax 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 Ymax 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 Ymax 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 Ymax furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Ymax 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 Ymax 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 Ymax of the Scheduled Completion Date and will request Ymax to schedule and attend a "Collocation Acceptance Meeting" ("CAM"). Collocation charges will be implemented in accordance with this section regardless of the readiness of Ymax 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. Ymax shall pay the balance of the NRCs ("NRC Balance") upon Ymax 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, Ymax 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 Ymax or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if Ymax 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 Ymax that its Collocation space has been requested by another CLEC. Ymax 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 Ymax retains the Collocation space, monthly recurring charges shall commence for Ymax thirty (30) calendar days after Ymax sends the Retention Notice or when Ymax accepts the space, whichever comes first.

- 1.8.2 Grounds for Termination by Verizon. Failure by Ymax 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 Ymax: (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 Ymax'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 Ymax's Collocation space.

Verizon reserves the right to inspect Ymax'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 Ymax'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. Ymax must notify Verizon in writing of its plans to terminate a Collocation arrangement ("CLEC Termination Notice"), and such Ymax termination shall be governed by this Section.

- 1.8.3.1 Termination After Completion. If Ymax 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 Ymax Termination Notice. If CLEC terminates a Collocation arrangement under this section, the termination shall be governed by Section 1.8.4 and Ymax 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, Ymax shall include a list of any such owners and secured parties in Ymax Termination Notice.

1.8.3.2 Termination Prior to Completion. If Ymax 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 Ymax Termination Notice. For all non-recurring charges associated with providing the Collocation arrangement, Ymax 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 Ymax):

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

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

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

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

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

If after applying these percentages to NRCs already paid by Ymax, any refunds are due Ymax, such refunds shall be applied first as a credit to any accounts with balances owed by Ymax to Verizon, with any remaining refund amount issued to Ymax. Engineering/major augment fees submitted with the application will not be refunded. Ymax 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 Ymax 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.** Ymax shall disconnect and remove its equipment from the designated Collocation space by the effective date of the termination. Upon removal by Ymax of all its equipment from the Collocation space, if Ymax does not restore the Collocation space to its original condition at time of occupancy, Ymax will reimburse Verizon for the cost to do so. Due to physical and technical constraints, removal of Ymax entrance facility cable will be at Verizon's option. Ymax shall reimburse Verizon for all costs Verizon incurs to decommission DC Power and transmission cable terminations previously applied for by Ymax. Verizon reserves the right to remove Ymax's equipment if Ymax fails to remove and dispose of the equipment by the effective date of the termination. Ymax 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 Ymax 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 Ymax has terminated a Collocation arrangement pursuant to Sections 1.8.2 and 1.8.3 and Ymax ("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"), Ymax 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 Ymax paid a non-recurring charge, Verizon will make a pro rata refund of such paid non-recurring charges to Ymax. For purposes of calculating prorated refunds to Ymax, 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 Ymax to Verizon, and any remaining refund amount will be issued to Ymax. 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 Ymax 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 Ymax as soon as practicable. Verizon will work with Ymax to identify alternate Collocation arrangements. Verizon will work cooperatively with Ymax 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. Ymax 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 Ymax requires use of a Verizon local exchange line, Ymax must order a business local exchange access line (B1). Ymax 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 Ymax provided equipment, which is dedicated to the exclusive use of Ymax in a Collocation arrangement. Ymax provides fiber-optic facilities through Verizon entrance manholes for connection to Ymax 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 Ymax's location, the fiber optic cable remains Ymax's responsibility, with Ymax performing all servicing and maintaining full ownership. If Ymax is purchasing Verizon provided unbundled interoffice facilities as transport, Ymax 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 Ymax requests virtual Collocation of equipment other than the standard virtual arrangement, Ymax and Verizon will mutually agree upon the type of equipment to be virtually collocated.

1.9.2 Implementation Intervals and Planning. Verizon and Ymax shall work cooperatively to jointly plan the implementation milestones. Verizon and Ymax 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 Ymax-provided transmission equipment and for training.

Verizon will notify Ymax of issues or unanticipated delays, as they become known. Verizon and Ymax 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. Ymax shall deliver the virtual Collocation equipment to Verizon premises by Business Day forty (40). Verizon and Ymax shall work cooperatively to schedule each site on a priority-based order. Verizon and Ymax shall mutually agree upon intervals for non-standard arrangements.

1.9.3 Transmission Failure. Ymax shall be responsible for monitoring and reporting signal loss to Verizon. In the event of a transmission failure, Ymax 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 Ymax 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 Ymax 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 Ymax will remove the equipment. Ymax 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, Ymax may hire the same approved contractors directly for installation, maintenance or repair of Ymax designated equipment.

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

Ymax 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 Ymax 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 Ymax-dedicated plug-in/card storage cabinet. Ymax 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 Ymax's failure to replace defective plug-ins/cards. Verizon shall not be held responsible if Ymax provides an inadequate supply of plug-ins/cards. Verizon will segregate and secure Ymax-provided maintenance spares in Ymax-provided spare plug-in/card cabinet.

Ymax shall provide the shop-wired piece of equipment fully pre-equipped with working plug-ins/cards. In addition, Ymax 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 Ymax, 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 Ymax prior to delivery to Verizon.

In addition to maintenance spares, Ymax 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, Ymax 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, Ymax 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 Ymax.

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

All Ymax 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 Ymax’s responsibility to demonstrate and provide to Verizon adequate documentation from an accredited source certifying compliance. Ymax 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.

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

All Ymax’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 Ymax’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 Ymax.
- 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 Ymax at the number provided and service the equipment as instructed and directed by Ymax.
- 1.9.10 Placement, Removal and Monitoring of Facilities and Equipment. From manhole zero toward Ymax’s location the fiber optic cable

remains Ymax's responsibility, with Ymax performing all servicing and maintaining full ownership.

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

Performance and surveillance monitoring and trouble isolation shall be provided by Ymax. A clear distinction must be made by Ymax 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 Ymax isolates a trouble and determines that a Verizon technician should be dispatched to the equipment location for a servicing procedure, Ymax shall enter a trouble ticket with Verizon. Ymax 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 Ymax's technician/contact.

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

If Ymax is providing its own transport fiber for the virtual Collocation arrangement, Ymax 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 Ymax. Verizon technicians will perform the instructed activities on the equipment as specifically directed by Ymax.

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

1.9.11 Use of Non-Standard Equipment. When Ymax 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, Ymax 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 Ymax with adequate manufacturer's training.

Ymax 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 Ymax. Ymax 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 Ymax 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 Ymax also has the option of arranging and paying for all travel expenses for Verizon technicians directly.

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

1.9.12 Additions and Rearrangements. Once Ymax 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 Ymax decides to rearrange an existing virtual Collocation arrangement, Ymax 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 Ymax to utilize the completed virtual Collocation arrangement will not impair the right of Verizon to commence billing.

Verizon shall charge Ymax 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 Ymax's fiber in manhole zero, including license fees, shall be the responsibility of Ymax.

Virtual Engineering Fee. Verizon will require a virtual engineering/major augment fee (NRC) per virtual Collocation request, per premise or other Verizon location where Ymax requests to establish virtual Collocation. A virtual engineering/major augment fee is required to be submitted by Ymax 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 Ymax cancels or withdraws its request for a virtual Collocation arrangement prior to turn-up, Ymax 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 Ymax within ten (10) Business Days following receipt of the completed Augment Application if Ymax conversion request is accepted or denied. When converting a virtual arrangement to a caged or cageless arrangement, Ymax's equipment may need to be relocated. Ymax 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 Ymax'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 Ymax'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 Ymax. Verizon reserves the right to use existing support structures for Ymax's antenna, subject to space and capacity limitations. Verizon also reserves the right to use any unused portion of a support structure owned by Ymax 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 Ymax 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 Ymax'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 Ymax's employees, agents and contractors approved by Verizon to have access to the areas where Ymax'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 Ymax 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 Ymax to have access to Ymax'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, Ymax 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 Ymax owned structures that are solely for the use of one CLEC's antenna(s), such inspection will be at Ymax'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.

Ymax 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 Ymax's facilities or equipment located in roof space or transmitter/receiver space. Ymax also agrees to take all necessary corrective action.

All Ymax 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.

Ymax 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 Ymax provided equipment and installation activities do not act as a hindrance to Verizon services or facilities. Ymax'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.

Ymax 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 Ymax 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 Ymax in all cases is specified in ANSI C95.1 – 1982.

Ymax 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. Ymax 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 Ymax's facilities or transmission equipment for microwave interconnection, Ymax 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.

Ymax 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 Ymax'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 Ymax.

Ymax 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.

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

- 1.10.5 Moves, Replacements or Other Modifications. Where Ymax 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.), Ymax must request and receive written consent from Verizon. Such consent will not be unreasonably withheld. Ymax 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 Ymax 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 Ymax's relative capacity ratio (RCR), (i.e., the sum of the RCRs of each of the Ymax'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 Ymax. 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 Ymax proposing to use the structure, on a one-time basis, for the following costs and/or values. Any incremental costs associated with installing the Ymax'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 Ymax's proposed antenna(s) to be mounted on the structure. Ymax's RCR represents the percent of the total capacity of the support structure used by Ymax'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 Ymax 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 Ymax any charges in addition to the one-time charge described above, except that the owner of the structure may assess Ymax a proportionate share of inspection costs and Verizon may assess Ymax monthly recurring charges for use of its roof space. At the time Ymax proposes to attach additional antennas to an existing support structure, it shall be the responsibility of Ymax 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 a Ymax is the owner of the structure, the proposed user shall pay Ymax 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 Ymax 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 Ymax.

- 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, Ymax will be billed on a time and materials basis for the costs incurred.
- 1.10.8 Escorting. When Ymax 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 provides a caller access to the appropriate emergency service agency by dialing a 3-digit universal telephone number "911". Verizon provides and maintains such equipment and software at the 911/E-911 Tandem Office/Selective Router and 911/ E-911 Database as is necessary to provide 911/E-911 Services in areas where Verizon is the designated 911/E-911 Service Provider.
- 1.2 Verizon shall make the following information available to Ymax, to the extent permitted by Applicable Law. Such Information is currently available at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website):
 - 1.2.1 A listing of the CLLI code (and SS7 point code when applicable) of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served for areas where Verizon is the designated 911/E-911 Service Provider;
 - 1.2.2 A listing of appropriate Verizon contact telephone numbers and organizations that currently have responsibility for operations and support of Verizon 911/E-911 network and database systems; and
 - 1.2.3 Where Verizon maintains a Master Street Address Guide (MSAG) on behalf of the local jurisdiction, Verizon shall provide to Ymax a complete copy of such MSAG annually upon written request for each county within the LATA(s) specified in this Agreement, where Ymax is providing local exchange service, provided that Verizon is permitted to do so by the local jurisdiction.

2. E-911 Database Electronic Interface

- 2.1 Where Verizon manages the ALI Database, information regarding the ALI Database is currently available electronically at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website).
- 2.2 Where Verizon manages the ALI Database, Verizon will:
 - 2.2.1 store Ymax end user data provided by Ymax in the ALI Database;
 - 2.2.2 provide Ymax access to the ALI Database for the initial loading and updating of Ymax end user records in accordance with information contained in the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website); and
 - 2.2.3 provide Ymax an error and status report based on updates to the ALI Database received from Ymax.
- 2.3 Where Verizon manages the ALI Database, Ymax will:
 - 2.3.1 provide MSAG valid E-911 data for each of its end-users for the initial loading of, and any ongoing updates in Verizon's E-911 database;

- 2.3.2 utilize the appropriate Verizon electronic interface to update its E-911 database information related to the end user (and all such E-911 database information shall conform to Verizon standards, which are provided at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website);
 - 2.3.3 use its company ID on all end-user records in accordance with NENA standards; and
 - 2.3.4 correct any errors that occur during the entry of its data to the Verizon E-911 database.
- 2.4 In the event Ymax uses a third party to input data through the electronic interface with Verizon, Ymax must provide a Letter of Authorization, in a form acceptable to Verizon, identifying the party that will serve as its agent.

3. 911/E-911 Interconnection

- 3.1 Ymax may, in accordance with Applicable Law or regulation, interconnect to the Verizon 911 Tandem Office(s)/Selective Router(s) or Verizon interface points. Verizon will designate interface points, e.g. digital cross connect systems (DCS), where Ymax may interconnect to Verizon, for the provision of 911/ E-911 Services and for access to all subtending PSAPs that serve the areas in which Ymax provides services.
- 3.2 In order to interconnect with Verizon for E-911 purposes, Ymax will:
 - 3.2.1 interconnect with each Verizon 911 Selective Router(s) that serves the exchange areas in which Ymax is authorized to and will provide telephone exchange service;
 - 3.2.2 provide a minimum of two (2) one-way outgoing E-911 trunks dedicated for originating 911 emergency service calls from the Ymax switch to each Verizon 911 Selective Router, using SS7 signaling where available, as necessary;
 - 3.2.3 [Intentionally left blank];
 - 3.2.4 provide sufficient trunking and facilities to route Ymax originating 911 calls to the designated Verizon 911 Selective Router/ E-911 Tandem. Ymax is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity;
 - 3.2.5 determine the proper quantity of trunks and facilities from its switch(es) to the Verizon 911 Selective Router/ E-911 Tandem;
 - 3.2.6 engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or at such other minimum grade of service as required by Applicable Law or duly authorized governmental authority;
 - 3.2.7 monitor its 911 trunks for the purpose of determining originating network traffic volumes. If the Ymax traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, Ymax shall order or otherwise provide adequate additional trunks;

- 3.2.8 promptly test all 911 trunks and facilities between the Ymax network and the Verizon 911 Selective Router(s) to assure proper functioning of 911 service. Ymax agrees that it will not pass live 911 traffic until successful testing is completed; and
- 3.2.9 isolate, coordinate and restore all 911 network maintenance problems from its switch to the Verizon 911 Tandem Office(s)/Selective Router(s) or Verizon interface points. Ymax will advise Verizon of the circuit identification when notifying Verizon of a failure or outage.

4. 911/E-911 General

- 4.1 Verizon and Ymax will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the initial 911/E-911 arrangements
- 4.2 Ymax will compensate Verizon for provision of 911/E-911 Services pursuant to the Pricing Attachment of this Agreement.
- 4.3 Ymax and Verizon will comply with all Applicable Law (including 911 taxes and surcharges as defined by Applicable Law) pertaining to the provision of 911/E-911 Services.
- 4.4 Ymax will collect and remit, as required, any E-911 applicable surcharges from its end users in accordance with Applicable Law.
- 4.5 Ymax will enter data into the 911 database under the NENA Standards for LNP. This includes, but is not limited to using Ymax's NENA ID to lock and unlock records and the posting of the Ymax NENA ID to the ALI record where such locking and unlocking feature for 911 records is available, or as defined by local standards. Ymax is required to promptly lock and migrate its 911 records in accordance with NENA standards. In the event that a carrier exits a market, it shall ensure that its records are unlocked in accordance with NENA standards.

5. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Idaho a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with Ymax reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

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 Section 2 or Section 3 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 applicable 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. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify Ymax in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill Ymax, and Ymax shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to Ymax pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to Ymax and thereafter.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 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. Verizon Telecommunications Services Provided to Ymax for Resale Pursuant to the Resale Attachment

- 2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

2.1.1 The Charges for a Verizon Telecommunications Service purchased by Ymax for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.

2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by Ymax for resale pursuant to Section 3.3 of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Ymax for resale pursuant to Section 251(c)(4) of the Act.

2.1.3 Notwithstanding Sections 2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Ymax for resale pursuant to Section 251(c)(4) of the Act.

2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is 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, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.

2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:

2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;

- 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
 - 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
 - 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.
- 2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
- 2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).
 - 2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Ymax pursuant to Section 3.3 of the Resale Attachment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).
- 2.3 Other Charges.
- 2.3.1 Ymax shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to Ymax.

3. Ymax Prices

Notwithstanding any other provision of this Agreement, the Charges that Ymax bills Verizon for Ymax's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that Ymax's cost to provide such Ymax's Services to Verizon exceeds the Charges for Verizon's comparable Services and Ymax has demonstrated such cost to Verizon, or, at Verizon's request, to the Commission or the FCC.

4. [This Section Intentionally Left Blank]

5. 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

V1.9

- I. **Rates and Charges for Transport and Termination of Traffic²**
- A. Reciprocal Compensation Traffic Termination
- Reciprocal Compensation Traffic End Office Rate: **\$0.0050687 per minute of use.**
- Reciprocal Compensation Traffic Tandem Rate: **\$0.0070138 per minute of use.**
- B. The Tandem Transit Traffic Service Charge is **\$0.0018345 per minute of use.**
- C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

¹ 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 for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). 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.

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. 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 Ymax 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 ref. 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, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

² All rates and charges specified herein are pertaining to the Interconnection Attachment.

II. Services Available for Resale

The avoided cost discount for all Resale services is 13.50%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 6.40
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Application of NRCs

Pre-ordering:

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

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

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to Ymax. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to Ymax. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter Ymax's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

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

Service Order Expedite (Engineered or Non-Engineered) applies if Ymax requests service prior to the standard due date intervals.

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

Hot Coordinated Conversion First Hour applies if Ymax 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.

III. Prices for Unbundled Network Elements³

Monthly Recurring Charges⁴

Local Loop

2 Wire Analog Loop (inclusive of NID)	\$	45.00
4 Wire Analog Loop (inclusive of NID)	\$	67.00
2 Wire Digital Loop (inclusive of NID)	\$	45.00
4 Wire Digital Loop (inclusive of NID)	\$	67.00
DS-1 Loop	\$	160.31
DS-3 Loop	\$	320.38

Supplemental Features:

ISDN-BRI Line Loop Extender	\$	5.06
DS1 Clear Channel Capability	\$	26.00

Sub-Loop

2-Wire Feeder	\$	16.01
2-Wire Distribution	\$	26.04
4-Wire Feeder	\$	31.27
4-Wire Distribution	\$	45.64
2-Wire Drop	\$	5.57
4-Wire Drop	\$	5.91
Inside Wire	BFR	

Network Interface Device (leased separately)

Basic NID:	\$	1.80
Complex (12 x) NID	\$	1.90

Switching

Port		
Basic Analog Line Side Port	\$	4.00
Coin Line Side Port	\$	7.64
ISDN BRI Digital Line Side Port	\$	19.40
DS-1 Digital Trunk Side Port	\$	70.10
ISDN PRI Digital Trunk Side Port	\$	227.19

Usage Charges (must purchase Port)

Local Central Office Switching (Overall Average MOU)	\$	0.0050687
Common Shared Transport		
Transport Facility (Average MOU/ALM)	\$	0.0000021
Transport Termination (Average MOU/Term)	\$	0.0001106
Tandem Switching (Average MOU)	\$	0.0017134

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 Ymax 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 may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

⁴ In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Terminating to Originating Ratio	1.00
Dedicated Transport Facilities	
CLEC Dedicated Transport	
CDT 2 Wire	\$ 33.52
CDT 4 Wire	\$ 53.63
CDT DS1	\$ 300.00
CDT DS3 Optical Interface	\$ 1,312.50
CDT DS3 Electrical Interface	\$ 1,750.00
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	\$ 0.13
IDT DS0 Transport Termination	\$ 12.90
IDT DS1 Transport Facility per ALM	\$ 1.91
IDT DS1 Transport Termination	\$ 45.00
IDT DS3 Transport Facility per ALM	\$ 25.15
IDT DS3 Transport Termination	\$ 234.14
Multiplexing	
DS1 to Voice Multiplexing	\$ 194.78
DS3 to DS1 Multiplexing	\$ 550.00
DS1 Clear Channel Capability	\$ 26.00
Unbundled Dark Fiber	
Unbundled Dark Fiber Loops/Sub-Loops	
Dark Fiber Loop	\$ 67.13
Dark Fiber Sub-Loop – Feeder	\$ 53.17
Dark Fiber Sub-Loop – Distribution	\$ 13.96
Unbundled Dark Fiber Dedicated Transport	
Dark Fiber IDT –Facility	\$ 24.80
Dark Fiber IDT –Termination	\$ 6.34
Intermediate Office Cross Connect	TBD

UNE-P Pricing⁵

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:
UNE 2-wire Analog loop; and
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:
UNE 2-wire Digital loop; and
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:
UNE DS1 loop; and
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:
UNE DS1 loop; and
UNE DS1 Digital Trunk Side port

NRCs. Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

EEL Pricing⁵

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, CDT, Multiplexing, & Clear Channel Capability).

⁵ 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 Ymax 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 may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Line Splitting⁶

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

⁶ Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

NON-RECURRING CHARGES – LOOP, PORT AND NID

Pre-ordering

CLEC Account Establishment Per CLEC	\$166.32
Customer Record Search	\$ 4.21

Ordering and Provisioning

Loop:

Engineered Initial Service Order (ISO)	\$294.07
Non-Engineered ISO	\$ 49.31
Central Office Connection	\$ 12.21
Outside Facility Connection (See Note 1)	\$ 68.30

NID:

ISO	\$ 33.38
Outside Facility Connection	\$ 42.69

Port:

ISO	\$ 50.46
Subsequent Service Order	\$ 25.67
Central Office Connection	\$ 12.21

Custom Handling

Manual Ordering Charge	\$ 12.17
Service Order Expedite:	
Engineered Loop LSRs	\$ 25.80
All Other LSRs	\$ 3.36

Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 6.40
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

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

NON-RECURRING CHARGES – OTHER UNEs

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech	Initial Unit	Provisioning Addtl Unit
UNBUNDLED SUB-LOOP				
Exchange – FDI Feeder Interconnection – Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange – FDI Feeder Interconnection – Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
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
Advanced – Sub-Loop Feeder – Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced – Sub-Loop Distribution – Initial	\$ 64.80	\$ 64.57	\$264.84	\$216.19
Intermediate Office Cross Connect	TBD			
Dark fiber Record Review (with reservations)	TBD			
Dark Fiber Optional Engineering Services	TBD			
ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS) - Loop portion (In addition, IDT and CDT charges apply if applicable to the EEL arrangement)				
Advanced - Basic (2-wire and 4-wire) - Initial	\$ 88.39	\$ 56.13	\$12.21	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 38.02	\$ 21.89	\$ 12.21	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$12.21	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 12.21	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
Changeover 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 CONDITIONING⁷
 (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	\$ -
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

LINE AND STATION TRANSFER⁸

	N/A	N/A	\$147.75	N/A
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UNE PLATFORM

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

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

CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT portion of an EEL arrangement)

Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
Clear Channel Capability	N/A	N/A	\$90.00	N/A

⁷ These charges are interim and subject to retroactive true back to the Effective Date of this Agreement.

⁸ 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.

SIGNALING SYSTEM 7 (SS7)

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A

CUSTOMIZED ROUTING

BFR

BFR

BFR

BFR

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
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A
Design Change Charge - EELs and Transport	\$40.96	\$40.96	N/A	N/A

LINE SHARING - CLEC OWNED SPLITTER

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

Application of NRCs

Preordering:

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

Customer Record Search applies when Ymax 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, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

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

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

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 UNE-P and 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, CDT, 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 Ymax requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

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

Hot Coordinated Conversion First Hour applies if Ymax 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.

IV. Rates and Charges for 911

See State Tariff.

V. Collocation Rates

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,129.00
Minor Augment Fee	per occurrence	NRC	200.00
Access Card Administration (New/Replacement)	per card	NRC	22.00
Cage Grounding Bar	per bar	NRC	1,437.55
DC Power			
Engineering	per project	NRC	75.43
Cable Pull/Termination	per cable	NRC	1341.62
Ground Wire	per wire	NRC	18.12
Overhead Superstructure	per project	NRC	2,440.00
Facility Cable or Fiber Optic Patchcord Pull/Termination			
Engineering	per project	NRC	76.00
Facility Cable Pull	per cable run	NRC	211.00
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	5.00
DS1 Cable Termination	per 28 pair	NRC	2.00
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	2.00
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	11.00
Fiber Optic Patchcord Termination	per termination	NRC	1.12
Fiber Cable Pull			
Engineering	per project	NRC	607.00
Place Innerduct	per lin ft	NRC	2.00
Pull Cable	per lin ft	NRC	1.00
Cable Fire Retardant	per occurrence	NRC	42.00
Fiber Cable Splice			
Engineering	per project	NRC	31.00
Splice Cable	per fiber	NRC	70.00
BITS Timing	per project	NRC	307.00
<u>Monthly Recurring Prices</u>			
Caged Floor Space including Shared Access Area	per sq ft	MRC	5.00
DC Power	per load amp	MRC	14.79
Building Modification	per request	MRC	201.00
Environmental Conditioning	per load amp	MRC	2.28
Facility Termination			
DS0	per 100 pr	MRC	4.00
DS1	per 28 pr	MRC	16.00
DS3	per DS3	MRC	11.00
Fiber Optic Patchcord	per connector	MRC	1.01
Cable Rack Space - Metallic	per cable run	MRC	2.00
Cable Rack Space - Fiber	per innerduct ft	MRC	0.02

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
Fiber Optic Patchcord Duct Space	per cable run	MRC	0.56
Manhole Space - Fiber	per project	MRC	6.00
Subduct Space - Fiber	per lin ft	MRC	0.04
Cable Vault Splice			
Fiber Cable - 48 Fiber			
Material	per splice	MRC	10.00
Fiber Cable - 96 Fiber			
Material	per splice	MRC	27.00
BITS Timing	per occurrence	MRC	11.00

CAGELESS COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,129.00
Minor Augment Fee	per occurrence	NRC	200.00
Access Card Administration (New/Replacement)	per card	NRC	22.00
DC Power			
Engineering	per project	NRC	75.43
Cable Pull/Termination	per cable	NRC	1341.62
Ground Wire	per wire	NRC	18.12
Overhead Superstructure	per project	NRC	2,440.00
Facility Cable or Fiber Optic Patchcord Pull/Termination			
Engineering	per project	NRC	76.00
Facility Pull	per cable run	NRC	211.00
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	5.00
DS1 Cable Termination	per 28 pair	NRC	2.00
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	2.00
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	11.00
Fiber Optic Patchcord Termination	per termination	NRC	1.12
Fiber Cable Pull			
Engineering	per project	NRC	607.00
Place Innerduct	per lin ft	NRC	2.00
Pull Cable	per lin ft	NRC	1.00
Cable Fire Retardant	per occurrence	NRC	42.00
Fiber Cable Splice			
Engineering	per project	NRC	31.00
Splice Cable	per fiber	NRC	70.00
BITS Timing	per project	NRC	307.00
<u>Monthly Recurring Prices</u>			
Relay Rack Floor Space	per lin ft	MRC	20.00
DC Power	per load amp	MRC	14.79
Building Modification	per request	MRC	201.00
Environmental Conditioning	per load amp	MRC	2.28
Facility Termination			
DS0	per 100 pr	MRC	4.00
DS1	per 28 pr	MRC	16.00
DS3	per DS3	MRC	11.00
Fiber Optic Patchcord	per connector	MRC	1.01
Cable Rack Space - Metallic	per cable run	MRC	2.00
Cable Rack Space - Fiber	per innerduct ft	MRC	0.02
Fiber Optic Patchcord Duct Space	per cable run	MRC	0.56
Manhole Space - Fiber	per project	MRC	6.00

CAGELESS COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Subduct Space - Fiber	per lin ft	MRC	0.04
Cable Vault Splice			
Fiber Cable - 48 Fiber Material	per splice	MRC	10.00
Fiber Cable - 96 Fiber Material	per splice	MRC	27.00
BITS Timing	per occurrence	MRC	11.00

ADJACENT COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Fee	per occurrence	NRC	\$958.00
Facility Pull	1 lin ft	NRC	2.00
Facility Termination			
DS0 Cable			
Connectorized	per 100 pr	NRC	5.00
Unconnectorized	per 100 pr	NRC	42.00
DS1 Cable			
Connectorized	per 28 pr	NRC	2.00
Unconnectorized	per 28 pr	NRC	32.00
DS3 (Coaxial) Cable			
Connectorized	per DS3	NRC	2.00
Unconnectorized	per DS3	NRC	11.00
Fiber	per fiber term	NRC	70.00
<u>Monthly Recurring Prices</u>			
Facility Termination			
DS0	per 100 pr	MRC	4.00
DS1	per 28 pr	MRC	16.00
DS3	per coaxial	MRC	11.00
Cable Vault Space			
Fiber Cable - 48 fiber			
Space Utilization	per subduct	MRC	1.00
Fiber Cable - 96 fiber			
Space Utilization	per subduct	MRC	1.00
Cable Rack Space			
Metallic DS0	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
<u>Non-Recurring Prices</u>			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	557.81
Equipment Installation	per quarter rack	NRC	3,474.25
Software Upgrades	per base unit	NRC	96.08
Card Installation	per card	NRC	222.52
DC Power			
Engineering	per project	NRC	75.43
Cable Pull/Termination	per cable	NRC	1341.62
Ground Wire	per wire	NRC	18.12
Facility Cable or Fiber Optic Patchcord Pull/Termination			
Engineering	per project	NRC	76.00
Facility Cable Pull	per cable run	NRC	211.00
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	5.00
DS1 Cable Termination	per 28 pair	NRC	2.00
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	2.00
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	11.00
Fiber Optic Patchcord Termination	per termination	NRC	1.12
Fiber Cable Pull			
Engineering	per project	NRC	607.00
Place Innerduct	per lin ft	NRC	2.00
Pull Cable	per lin ft	NRC	1.00
Cable Fire Retardant	per occurrence	NRC	42.00
Fiber Cable Splice			
Engineering	per project	NRC	31.00
Splice Cable	per fiber	NRC	70.00
BITS Timing	per project	NRC	307.00
<u>Monthly Recurring Prices</u>			
Equipment Maintenance	per quarter rack	MRC	82.15
DC Power	per load amp	MRC	14.79
Environmental Conditioning	per load amp	MRC	2.28
Facility Termination			
DS0	per 100 pr	MRC	4.00
DS1	per 28 pr	MRC	16.00
DS3	per DS3	MRC	11.00
Fiber Optic Patchcord	per connector	MRC	1.01
Cable Rack Space - Metallic	per cable run	MRC	2.00
Cable Rack Space - Fiber	per innerduct ft	MRC	0.02
Fiber Optic Patchcord Duct Space	per cable run	MRC	0.56

VIRTUAL COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Manhole Space - Fiber	per project	MRC	6.00
Subduct Space - Fiber	per lin ft	MRC	0.04
Cable Vault Splice			
Fiber Cable - 48 Fiber			
Material	per splice	MRC	10.00
Fiber Cable - 96 Fiber			
Material	per splice	MRC	27.00
BITS Timing	per occurrence	MRC	11.00

MICROWAVE COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Augment Fee	per occurrence	NRC	998.92
Facility Pull			
Engineering	per project	NRC	76.00
Labor	per linear ft	NRC	1.12
Building Penetration for Microwave Cable	per occurrence	NRC	ICB
Special Work for Microwave	per occurrence	NRC	ICB
<u>Monthly Recurring Prices</u>			
Rooftop Space	per sq ft	MRC	4.65

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	21.89
Service Order - Manual	per order	NRC	38.02
Service Connection - CO Wiring	per jumper	NRC	7.20
Service Connection - Provisioning	per order	NRC	64.95

DS1/DS3/Dark Fiber

Service Order - Semi-Mechanized	per order	NRC	21.89
Service Order - Manual	per order	NRC	38.02
Service Connection - CO Wiring	per jumper	NRC	17.59
Service Connection - Provisioning	per order	NRC	78.57

Lit Fiber

ICB

MISCELLANEOUS COLLOCATION SERVICES

Elements	Increment	NRC / MRC	Rate
Labor:			
Overtime Installation 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	\$42.83
Each Additional Half Hour or Fraction Thereof		NRC	21.41
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	324.00
Facility Cable-DS1 Cable (Connectorized)	per cable run	NRC	301.00
Facility Cable-DS3 Coaxial Cable	per cable run	NRC	82.00
Fiber Optic Patchcord - 24 Fiber (Connectorized)	per cable run	NRC	810.30
Power Cable-Wire Power 1/0	per cable run	NRC	91.00
Power Cable-Wire Power 2/0	per cable run	NRC	132.00
Power Cable-Wire Power 3/0	per cable run	NRC	146.00
Power Cable-Wire Power 4/0	per cable run	NRC	180.00
Power Cable-Wire Power 350 MCM	per cable run	NRC	307.00
Power Cable-Wire Power 500 MCM	per cable run	NRC	428.00
Power Cable-Wire Power 750 MCM	per cable run	NRC	658.00
Facility Cable - Category 5 Connectorized	per linear ft	NRC	1.07
Collocation Space Report	per premise	NRC	1,218.00

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.

**EXHIBIT A TO SECTION 3.1 (FIBER MEET ARRANGEMENT) OF THE INTERCONNECTION
ATTACHMENT**

Technical Specifications and Requirements

for

**Ymax - Verizon Northwest Inc.
Fiber Meet Arrangement No. [XX]**

The following technical specifications and requirements will apply to Ymax - Verizon Northwest Inc. Fiber Meet Arrangement [NUMBER] ("FM No. [XX]"):

1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Verizon's [NAME OF WIRE CENTER/CENTRAL OFFICE] and Ymax's [NAME OF SWITCH/WIRE CENTER/CENTRAL OFFICE] in the State of Idaho. A diagram of FM No. [XX] is included as Exhibit A-1.
2. Fiber Meet Points ("FMPs").
 - 2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Verizon Wire Center.
 - 2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for Ymax to connect [] strands of its fiber cable [] connectors. Verizon's FNID will be locked, but Verizon and Ymax will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.
 - 2.3 Ymax will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Ymax will be a [MANUFACTURER, MODEL]. Ymax will bear the cost of installing and maintaining its FNID. The fiber patch panel within Ymax's FNID will serve as FMP No. 2. Ymax will provide a fiber stub at the fiber patch panel in Ymax's FNID for Verizon to connect [] strands of its fiber cable. Ymax's FNID will be locked, but Ymax and Verizon will have 24 hour access to their respective side of the fiber patch panel located in Ymax's FNID.
3. Transmission Characteristics.
 - 3.1 FM No. [XX] will be built [as a ring configuration].
 - 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].

- 3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].
- 3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.
- 3.5 The optical transmission rate will be [Unidirectional] OC-[XX].
- 3.6 The path switch protection shall be set as [Non-Revertive].
- 3.7 Verizon and Ymax shall provide [Primary Reference Source traceable timing].
4. Add Drop Multiplexer.
 - 4.1 Verizon will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Verizon must provide Ymax with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Verizon's Add Drop Multiplexer.
 - 4.2 Ymax will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Ymax will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Ymax must provide Verizon with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in Ymax's Add Drop Multiplexer.
 - 4.3 Ymax and Verizon will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.
 - 4.4 The Data Communication Channel shall be disabled between the Verizon and Ymax Add Drop Multiplexers of FM No. [XX].
5. Testing.
 - 5.1 Prior to turn-up of FM No. [XX], Verizon and Ymax will mutually develop and implement testing procedures for FM No. [XX]
6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").
 - 6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to Ymax as a final step of turn up of the FM No. [XX].
 - 6.2 For one-way trunk arrangements, Verizon will control the CFA for the subtending facilities and trunks connected to Verizon's slots and Ymax will control the CFA for the subtending facilities and trunks connected to Ymax's slots. Ymax will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Verizon will place orders against the

second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Verizon and Ymax shall jointly designate the slot assignments for Verizon's Add Drop Multiplexers and Ymax's Add Drop Multiplexer in FM No. [XX].

- 6.3 For two-way trunk arrangements, Ymax shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. Ymax shall place facility and trunk orders against the total available SAA capacity of FM No. [XX].

7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

- 7.1 Verizon and Ymax will inventory FM No. [XX] in their operational support systems before the order flow begins.
- 7.2 Verizon and Ymax will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.
- 7.3 Verizon will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Verizon's side of the FMPs, as well as delivering its applicable traffic to the FMPs. Ymax will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the Ymax's side of the FMPs, as well as delivering its applicable traffic to the FMPs. As such, other than payment of any applicable intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with FM No. [XX].
- 7.4 Verizon and Ymax will provide alarm surveillance for their respective FM No. [XX] transport facilities. Verizon and Ymax will notify each other's respective maintenance control office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.

8. Cancellation or Modification of FM No. [XX].

- 8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.
- 8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.
- 8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.

YMAX COMMUNICATIONS CORP.

VERIZON NORTHWEST INC.

By: _____

Date: _____

TO BE EXECUTED AT A LATER DATE

Exhibit A-1

Ymax - Verizon Northwest Inc. Fiber Meet Arrangement No. [XX]

City, State