accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment.

5.2.5 Switching System Hierarchy and Trunking Requirements. For purposes of routing ICG traffic to Verizon, the subtending arrangements between Verizon Tandem Switches and Verizon End Office Switches shall be the same as the Tandem/End Office subtending arrangements Verizon maintains for the routing of its own or other carriers' traffic. For purposes of routing Verizon traffic to ICG, the subtending arrangements between ICG Tandem Switches and ICG End Office Switches shall be the same as the Tandem/End Office subtending arrangements that ICG maintains for the routing of its own or other carriers' traffic.

5.2.6 Signaling. Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in the Unbundled Network Element Attachment or applicable access tariff.

5.2.7 Grades of Service. The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 14.1.

6. Traffic Measurement and Billing over Interconnection Trunks

6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.

6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, ISP-bound Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable access tariff, or, for ISP-bound Traffic, Section 8.1 of this Interconnection Attachment.

6.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.

6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.

6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/ISP-bound Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties' equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determinations as to whether traffic is Reciprocal Compensation Traffic or ISP-bound Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is ISP-bound Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

The Traffic Factor Updates shall be delivered to the address of each Party as shown below:

To ICG:	To Verizon:
Denise Lewis 161 Inverness Drive Englewood, CO 80112	As provided at: www.gte.com/wise

6.3 Each Party reserves the right to audit all traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary traffic data in conjunction with any such audit in a timely manner.

6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

7. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act.

7.1 Reciprocal Compensation Traffic Interconnection Points.

7.1.1 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which ICG will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("ICG-IPs") shall be as follows:

7.1.1.1 For each LATA in which ICG requests to interconnect with Verizon, except as otherwise agreed by the Parties, ICG shall establish an ICG-IP in each Verizon Local Calling Area (as defined below) where ICG chooses to assign telephone numbers to its Customers. ICG shall establish such ICG-IP consistent with the methods of interconnection and interconnection trunking architectures that it will use pursuant to Section 2 or Section 3 of this Attachment. For purposes of this Section 7.1.1.1, Verizon Local Calling Areas shall be as defined in Verizon's effective Customer Tariffs and applicable Commission orders, and include a Verizon non-optional Extended Local Calling Scope Arrangement, but do not include a Verizon Optional Extended Local Calling Scope Arrangement. If ICG fails to establish IPs in accordance with the preceding sentences of this Section 7.1.1.1, (a) Verizon may pursue available dispute resolution mechanisms; and, (b) ICG shall bill and Verizon shall pay the End Office Reciprocal Compensation rate for the relevant traffic less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from ICG or a third party), from the originating Verizon End Office to the receiving ICG-IP.

7.1.1.2 At any time that ICG establishes a Collocation site at a Verizon End Office in a LATA in which ICG is interconnected or requesting interconnection with Verizon, either Party may request in writing that such ICG Collocation site be established as the ICG-IP for traffic originated by Verizon Customers served by that End Office. Upon such request, the Parties shall negotiate in good faith mutually acceptable arrangements for the transition to such ICG-IP. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) ICG shall bill and Verizon shall pay the End Office Reciprocal Compensation rate for the relevant traffic less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from ICG or a third party), from the originating Verizon End Office to the receiving ICG-IP.

7.1.1.3 In any LATA where the Parties are already interconnected prior to the effective date of this Agreement, the Parties shall negotiate mutually satisfactory arrangements for the transition to ICG-IPs that conform to subsections 7.1.1.1 and 7.1.1.2 above. If the Parties have not reached agreement on such arrangements within one hundred eighty (180) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) ICG shall bill and Verizon shall pay only the End Office reciprocal compensation rate for relevant traffic, less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that

Verizon purchases such transport from ICG or a third party), from Verizon's originating End Office to the ICG-IP.

7.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("Verizon-IPs") shall be as follows:

7.1.2.1 For Reciprocal Compensation Traffic delivered by ICG to the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Tandem switch.

7.1.2.2 For Reciprocal Compensation Traffic delivered by ICG to the Verizon terminating End Office serving the Verizon Customer, the Verizon-IP will be Verizon End Office switch.

7.1.3 Should either Party (Party A) offer additional IPs or POIs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party (Party B) may elect, with written notice to Party A, to deliver traffic to such IPs or POIs for the NXXs or functionalities served by those IPs or POIs. Following the giving of such notice by Party B to Party A, the Parties shall negotiate mutually satisfactory arrangements for the implementation of such additional IPs or POIs. To the extent that any such ICG-IP or POI is not located at a Collocation site at a Verizon Tandem Wire Center or Verizon End Office Wire Center, then ICG shall permit Verizon to establish physical Interconnection through an arrangement that is operationally equivalent to collocation, or, if requested by Verizon and available under an ICG Tariff or agreed to by ICG, by collocation.

7.2 Reciprocal Compensation.

The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates stated in the Pricing Attachment. These rates are to be applied at the ICG-IP for traffic delivered by Verizon for termination by ICG, and at the Verizon-IP for traffic delivered by ICG for termination by Verizon. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer of Reciprocal Compensation Traffic delivered to the Verizon-IP by ICG or the ICG-IP by Verizon. When such Reciprocal Compensation Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic.

7.3 Traffic Not Subject to Reciprocal Compensation.

7.3.1 Reciprocal Compensation shall not apply to traffic that is not subject to reciprocal compensation under Section 251(b)(5) of the Act.

7.3.2 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access.

7.3.3 Reciprocal Compensation shall not apply to Internet Traffic.

7.3.4 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (101XXXX) basis.

7.3.5 Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.

7.3.6 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

7.3.7 Reciprocal Compensation shall not apply to Tandem Transit Traffic.

7.3.8 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).

7.4 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use rates) billed by ICG to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use rates) billed by Verizon to ICG.

8. Other Types of Traffic

8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of ISP-bound Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and (b) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic other than ISP-bound Traffic shall be governed by Applicable Law. If the FCC Internet Order or any other FCC order or FCC Regulation, or any FCC established intercarrier compensation rate, applicable to ISP-bound Traffic or Internet Traffic is vacated, reversed, revised, modified, or amended, by a court of competent jurisdiction or the FCC, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in accordance with Section 4 ("Applicable Law") of the General Terms and Conditions to conform the Agreement to Applicable Law. If the Parties cannot agree within thirty (30) days of the effective date of such decision or order by a court of competent jurisdiction or the FCC on the amendment, if any, that is required to conform the Agreement to Applicable Law pursuant to this Section 8.1, either Party may submit the disagreement to the Commission or to another governmental body of applicable jurisdiction and the decision resolving such dispute shall be effective retroactive to the effective date of such decision or order by a court of competent jurisdiction or the FCC.

8.2 Subject to Section 8.1 above, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.

8.3 For any traffic originating with a third party carrier and delivered by ICG to Verizon, ICG shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by ICG.

8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

8.5 Interconnection Points.

8.5.1 The IP of a Party ("Receiving Party") for ISP-bound Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.

8.5.2 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.

8.5.3 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, ISP-bound Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.

9. Transmission and Routing of Exchange Access Traffic

9.1 Scope of Traffic.

Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between ICG Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where ICG elects to have its End Office Switch subtend a Verizon Tandem. This includes casually dialed (101XXXX) traffic.

9.2 Access Toll Connecting Trunk Group Architecture.

9.2.1 If ICG chooses to subtend a Verizon access Tandem, ICG's NPA/NXX must be assigned by ICG to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center subtends as identified in the LERG.

9.2.2 ICG shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from ICG's Customers.

9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office ICG utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the Tandem Verizon utilizes to provide Exchange Access in such LATA.

9.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow ICG's

Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access tandem.

10. Meet-Point Billing Arrangements

10.1 ICG and Verizon will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services customers via a Verizon access Tandem Switch in accordance with the Meet Point Billing guidelines contained in the OBF's MECAB, SECAB and MECOD documents, except as modified herein and in Verizon's applicable Tariffs. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Verizon.

10.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Routing Point/Verizon Serving Wire Center combinations.

10.3 Interconnection for the MPB arrangement shall occur at the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.

10.4 ICG and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

10.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are:

10.5.1 "Single Bill/Single Tariff" in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the services from the same Tariff.

10.5.2 "Multiple Bill/Single Tariff" in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the service from the same Tariff.

10.5.3 "Multiple Bill/Multiple Tariff" in which each involved Local Exchange Carrier presents separate bill to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the service from its own Tariff.

10.5.4 "Single Bill/Multiple Tariff" in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the service from its own Tariff.

Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by that Party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement the Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service

provided by each Party.

10.6 The rate elements to be billed by each Party shall be as set forth in that Party's applicable Tariffs. The actual rate values for each Party's affected Switched Exchange Access Service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated in accordance with the formula set forth in Section 10.15.

10.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the Verizon Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.

10.8 Verizon shall provide ICG with the Switched Access Detail Usage Data (EMI category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.

10.9 ICG shall provide Verizon with the Switched Access Summary Usage Data (EMI category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) Business Days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

10.10 All usage data to be provided pursuant to Sections 10.8 and 10.9 shall be sent to the following addresses:

To ICG:

Denise Lewis
ICG Communications, Inc.
161 Inverness Drive
Englewood, CO 80112

For Verizon:

Verizon Data Services
ATTN: MPB
1 East Telecom Parkway
Dock K
Temple Terrace, FL 33637

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 29 of the General Terms and Conditions

10.11 ICG and Verizon shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 10. Each Party shall notify the other if the level of billing or other

BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

10.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within ninety (90) calendar days of the receipt of the original data. The other party shall attempt to correct the error and resubmit the data within (ten) 10 Business Days of the notification. In the event the errors cannot be corrected within such (ten) 10-Business Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

10.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 7 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

10.14 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party. MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.

10.15 In the event ICG determines to offer Telephone Exchange Services in another LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable ICG to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where the ICG Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed. Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:

a / (a + b) = ICG Billing Percentage

and

b / (a + b) = Verizon Billing Percentage

where:

a = the airline mileage between ICG Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.

10.16 ICG shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of ICG's delivery of notice to Verizon, Verizon and ICG shall confirm the Routing Point/Verizon Serving Wire Center combination and billing percentages.

11. Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877) ("800") calls to the other Party.

11.1 When ICG delivers toll free service access code calls that have been queried to an "800" database to Verizon for delivery

11.1.1 to an IXC:

ICG shall provide an appropriate EMI record to Verizon for processing and Meet Point Billing in accordance with Section 10 above; and ICG shall bill the IXC the ICG query charge associated with the call.

11.1.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA:

11.1.2.1 ICG shall provide an appropriate EMI record to the toll free service access code service provider; and

11.2 ICG's Tariffed Feature Group D ("FGD") Switched Exchange Access or Reciprocal Compensation charges, as applicable, and the ICG query charge, shall be assessed to the toll free service access code service provider; and

11.3 Verizon shall assess applicable Tandem Transit Service charges and associated pass-through charges to ICG.

11.4 When Verizon delivers toll free service access code calls that have been queried to an "800" database, originated by Verizon's or another LEC's Customers, to ICG:

11.4.1 where the queried call is an intraLATA call that is handed off to ICG in ICG's capacity as a toll free service access code service provider:

11.4.2 Verizon shall bill ICG the Verizon query charge associated with the call as specified in the Pricing Attachment; and

11.4.2.1 Verizon shall provide an appropriate EMI record to ICG; and

11.4.2.2 Verizon's Tariffed FGD Switched Exchange Access or Reciprocal Compensation charges shall be billed to ICG as applicable.

11.5 Unqueried Toll Free Service Access Code (e.g., 800/88/8/877) Traffic.

If ICG chooses Verizon to handle toll free service access code (e.g.,800/888/877) ("800") database queries from ICG's central office switches, all ICG originating 800 traffic will be routed over a separate 800 trunk group. The 800 trunk group will be one-way from ICG to Verizon. Verizon will perform the query and route the call appropriately.

11.5.1 When the 800 call is routed to an IXC:

11.5.1.1 Verizon will query the call and route the call to the appropriate IXC.

11.5.1.2 Verizon shall provide an appropriate EMI record to ICG to facilitate billing to the IXC.

11.5.2 Verizon shall bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.

11.5.3 When the 800 call is an IntraLATA call routed to Verizon or another LEC that is a toll free service access code service provider in the LATA:

11.5.3.1 Verizon will query the call and route the call to the appropriate LEC toll free service access code service provider.

11.5.3.2 Verizon shall provide an appropriate EMI record to ICG to facilitate billing to the LEC toll free service access code service provider

11.5.3.3 Verizon shall bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.

11.6 Verizon will not direct unqueried toll free service access code call to ICG.

12. Tandem Transit Traffic

12.1 As used in this Section 12, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on ICG's network, and is transported through a Verizon Tandem to the Central Office of a CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CMRS) carrier, or other LEC, that subtends the relevant Verizon Tandem to which ICG delivers such traffic. Neither the originating nor terminating customer is a Customer of Verizon. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

12.2 Tandem Transit Traffic Service provides ICG with the transport of Tandem Transit Traffic as provided below.

12.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 3 through 6. ICG shall deliver each Tandem Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions. The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented.

12.4 ICG shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits Verizon's Tandem Office. If ICG does not enter into and provide notice to Verizon of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then Verizon may, at its sole discretion, terminate Tandem Transit Service at anytime upon thirty (30) days written notice to ICG.

12.5 ICG shall pay Verizon for Transit Service that ICG originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

12.6 Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls for two (2) consecutive months. Verizon will give ICG sixty (60) days advance written notice of its intent to terminate provision of Tandem Transit Traffic Service pursuant to the preceding sentence.

12.7 If or when a third party carrier's Central Office subtends a ICG Central Office, then ICG shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to ICG as defined in this Section 12 such that Verizon may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a ICG Central Office ("Reciprocal Tandem Transit Service"). ICG shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 12.

12.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

13. Number Resources, Rate Centers and Routing Points

13.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Routing Points corresponding to such NXX codes.

13.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, ICG shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area, in all areas where Verizon and ICG service areas overlap. ICG shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs (such as number pooling).

13.4 ICG will also designate a Routing Point for each assigned NXX code. ICG shall designate one location for each Rate Center Area in which the ICG has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of ICG will be routed in accordance with the LERG.

13.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain ICG's choices regarding the size of the local calling area(s) that ICG may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

14. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

14.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia.

14.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01.

14.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

14.1.3 disaster recovery provision escalations;

14.1.4 additional technically feasible POIs and geographically relevant IP(s) in a LATA as provided in Section 2; and

14.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

14.2 Installation, Maintenance, Testing and Repair.

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section 14.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

14.3 Forecasting Requirements for Trunk Provisioning.

Within ninety (90) days of executing this Agreement, ICG shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon semiannually, and, to the extent commercially practicable, at such other times as may be reasonably requested by Verizon. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Reciprocal Compensation Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for ICG-IPs and Verizon-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

14.3.1 Initial Forecasts/Trunking Requirements. Because Verizon's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom ICG decides to market its services, Verizon will be largely dependent on ICG to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (to Verizon) traffic. Verizon may, as an initial matter provide the same number of trunks to terminate Reciprocal Compensation Traffic to ICG as ICG provides to terminate Reciprocal Compensation Traffic to Verizon. At Verizon's discretion, when ICG expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the number of trunks ICG suggests; provided, however, that in all cases Verizon's provision of the forecasted number of trunks to ICG is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and ICG's previous forecasts have proven to be reliable and accurate. Utilization of existing trunk groups, compared against the target utilization levels provided in Section 2.4.11, will be the criteria that Verizon will use to assess whether ICG's previous forecasts were reliable and accurate. If, based on reasonable engineering criteria and capacity constraints, Verizon determines that any trunks in a trunk group are not warranted, Verizon may disconnect such trunks.

15. Number Portability - Section 251(B)(2)

15.1 Scope.

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC.

15.2 Procedures for Providing LNP ("Long-term Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received a letter of agency (LOA) from an end user customer and sends a LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA.

15.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's customer.

15.2.3 When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user customer.

15.2.4 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

15.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

15.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 15.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.

15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

15.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

15.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from

the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.4 Procedures for Providing INP (Interim Number Portability).

The Parties shall provide Interim Number Portability ("INP") in accordance with rules and regulations prescribed from time to time by the FCC and state regulatory bodies, the Parties respective company procedures, and as set forth in this Section 15.4. The Parties shall provide INP on a reciprocal basis.

15.4.1 In the event that either Party, Party B, wishes to serve a Customer currently served at an End Office of the other Party, Party A, and that End Office is not LNP-capable, Party A shall make INP available. INP will be provided by remote call forwarding (RCF) and/or direct inward dialing (DID) technology, which will forward terminating calls to Party B's End Office. Party B shall provide Party A with an appropriate "forward-to" number.

15.4.2 Prices for INP and formulas for sharing Terminating access revenues associated with INP shall be provided where applicable, upon request by ICG.

15.4.3 Either Party wishing to use DID to provide for INP must request a dedicated trunk group from the End Office where the DID numbers are currently served to the new serving-End Office. If there are no existing facilities between the respective End Offices, the dedicated facilities and transport trunks will be provisioned as unbundled service through the ASR provisioning process. The requesting party will reroute the DID numbers to the pre-positioned trunk group using the LSR provisioning process. DID trunk rates are contained in the Parties' respective tariffs.

15.4.4 The Parties Agree that, per FCC 98-275, Paragraph 16, effective upon the date LNP is available at any End Office of one Party, Party A, providing INP for Customers of the other Party, Party B, no further orders will be accepted for new INP at that End Office. Orders for new INP received prior to that date, and change orders for existing INP, shall be worked by Party A. Orders for new INP received by Party A on or after that date shall be rejected. Existing INP will be grandfathered, subject to Section 15.4.5, below.

15.4.5 In offices equipped with LNP prior to September 1, 1999 for former Bell Atlantic offices and October 1, 2000 for former GTE offices, the Parties agree to work together to convert all existing INP-served Customers to LNP by December 31, 2000 in accordance with a mutually agreed to conversion process and schedule. If mutually agreed to by the Parties, the conversion period may be extended one time by no more than 90 days from December 31, 2000.

15.4.6 Upon availability of LNP after October 1, 2000 at an End Office of either Party, both Parties agree to work together to convert the existing

INP-served Customers to LNP by no later than 90 days from the date of LNP availability unless otherwise agreed to by the Parties.

15.4.7 When, through no fault of Verizon's, all INP have not been converted to LNP at the end of the agreed to conversion period, then the remaining INPs will be changed to a functionally equivalent tariff service and billed to the CLEC at the tariff rate(s) for the subject jurisdiction.

15.5 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC rules.

15.5.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a BFR to the Party A. Party A respond to the Party B, within ten (10) days of receipt of the BFR, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

15.5.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 15.5.

RESALE ATTACHMENT

1. General

The rates, terms, and conditions for Resale are set forth in Verizon's Resale Tariff Schedule Cal. P.U.C. No. K-5 as amended from time to time.

NETWORK ELEMENTS ATTACHMENT

1. General

1.1 Verizon shall provide to ICG, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to ICG only to the extent required by Applicable Law and may decline to provide UNEs or Combination to ICG to the extent that provision of such UNEs or Combination are not required by Applicable Law.

1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine Network Elements that are not already combined in Verizon's network. Except as otherwise required by Applicable Law, Verizon shall not be obligated, and may decline, to provide a UNE or Combination to ICG, if ICG, either itself or through a third party (e.g., ICG's Customer), has ordered Telecommunications Services from Verizon in order to impose on Verizon an obligation to provide such UNE or a Combination. For example, except as otherwise required by Applicable Law, Verizon shall not be obligated, and may decline, to provide a UNE or Combination to ICG if ICG ordered Telecommunications Services or advised its Customer to order Telecommunications Services where the UNE or Combination desired by ICG was not available in order to permit ICG to subsequently convert the Telecommunications Services to the UNE or Combination desired by ICG.

1.3 ICG may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to ICG. Without limiting the foregoing, ICG may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to ICG in order to allow ICG to provide such Exchange Access services.

1.4 Notwithstanding any other provision of this Agreement:

1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide a UNE or Combination not offered under this Agreement to ICG as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.

1.4.2 Verizon shall not be obligated to provide to ICG, and ICG shall not request from Verizon, access to a proprietary advanced intelligent network service.

1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to ICG, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to ICG.

1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a UNE is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to ICG on an unbundled basis.

1.7 Except as otherwise expressly stated in this Agreement, ICG shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to ICG's Collocation node by means of a Cross Connection.

1.8 If as the result of ICG Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the ICG Customer premises, ICG will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in the Pricing Attachment and the Premises Visit Charge as specified in Verizon's applicable retail or Wholesale Tariff.

2. Verizon's Provision of UNEs

Subject to the conditions set forth in Section 1, in accordance with, but only to the extent required by, Applicable Law, Verizon shall provide ICG access to the following:

2.1 Loops, as set forth in Section 3;

2.2 Line Sharing, as set forth in Section 4;

2.3 Line Splitting, as set forth in Section 5;

2.4 Sub-Loops, as set forth in Section 6;

2.5 Inside Wire, as set forth in Section 7;

2.6 Dark Fiber, as set forth in Section 8;

2.7 Network Interface Device, as set forth in Section 9;

2.8 Switching Elements, as set forth in Section 10;

2.9 Interoffice Transmission Facilities, as set forth in Section 11;

2.10 Signaling Networks and Call-Related Databases, as set forth in Section 12;

2.11 Operations Support Systems, as set forth in Section 13; and

2.12 Other UNEs in accordance with Section 14.

3. Loop Transmission Types

Subject to the conditions set forth in Section 1, Verizon shall allow ICG to access Loops unbundled from local switching and local transport, in accordance with the terms and conditions set forth in this Section 3. Verizon shall allow ICG access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below:

3.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Verizon TR-72565, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time.

3.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Bell Atlantic TR-72570, as revised from time-to-time.

3.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code as described in ANSI T1.601-1998 and Verizon TR 72575 (, as TR 72575 is revised from time-to-time). In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment.

3.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new copper facilities. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met.

3.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities. The 2-wire HDSL-compatible loop is only available in former Bell Atlantic service areas. ICG may order a GTE Designed Digital Loop to provide similar capability in the GTE service area.

3.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met. 4-Wire

HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

3.7 "4-Wire DS1-compatible Loop" provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available only where existing facilities can meet the specifications in ANSI T1.403 and Verizon TR 72575 (as TR 72575 is revised from time-to-time).

3.8 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

3.9 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

3.10 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to ICG in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 2, as revised from time-to-time

3.11 "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps or the equivalent of 28 DS-1 channels. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. Verizon will not install new electronics. DS-3 specifications are referenced in Verizon's TR72575 as revised from time to time).

3.12 "Digital Designed Loops" are comprised of designed loops that meet specific ICG requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for:

3.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;

3.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;

3.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;

3.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap:

3.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;

3.12.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;

3.12.7 a 2W SDSL Loop with an option to remove bridged tap;

3.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap; and

3.13 Verizon shall make Digital Designed Loops available to ICG at the rates as set forth in the Pricing Attachment.

3.14 The following ordering procedures shall apply to the xDSL and Digital Designed Loops:

3.14.1 ICG shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

3.14.2 Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, IDSL and SDSL signals. The results of this survey will be stored in a mechanized database and made available to ICG as the process is completed in each Central Office. ICG must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, IDSL or SDSL Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment.

3.14.3 If the Loop is not listed in the mechanized database described in Section 3.14.2, ICG must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop. The rates for manual loop qualification are set forth in the Pricing Attachment. In general, Verizon will complete a manual loop qualification request within three Business Days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.

3.14.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), ICG may request an Engineering Query, as

described in Section 3.14.6, to determine whether the result is due to characteristics of the loop itself.

3.14.5 If ICG submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that has not been prequalified, Verizon will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If ICG submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, Verizon will respond back to ICG with a "Nonqualified" indicator and the with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).

3.14.6 Where ICG has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if ICG is already aware of the conditioning required (e.g., where ICG has previously requested a qualification and has obtained loop characteristics), ICG may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.14 upon receipt of ICG's valid, accurate and pre-qualified service order for a Digital Designed Loop.

3.15 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by ICG, an interval of eighteen (18) Business Days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

3.15.1 Three (3) Business Days will be required following receipt of ICG's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.

3.15.2 Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by ICG. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) Business Days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

3.16 If ICG requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If ICG cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, ICG shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If ICG cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, ICG shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.

3.17 Conversion of Live Telephone Exchange Service to Analog 2W Loops.

3.17.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to ICG Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops) to be provided by Verizon to ICG:

3.17.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If ICG does not request a coordinated cutover, Verizon will process ICG's order as a new installation subject to applicable standard provisioning intervals.

3.17.1.2 ICG shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from ICG the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, ICG and Verizon shall mutually agree on a New Conversion Time, as defined below. ICG shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) Business Days of Verizon's receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide ICG the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.

3.17.1.3 ICG shall provide dial tone at the ICG Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.

3.17.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a Business Day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

3.17.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

3.17.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from ICG; and

3.17.1.5.2 If ICG requests to reschedule outside the one (1) hour time frame above, ICG shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

3.17.1.6 If ICG is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and ICG will reschedule and, upon request from ICG, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

3.17.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to ICG is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

3.17.1.8 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

3.17.1.9 If ICG requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

3.18 Verizon shall provide ICG access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if ICG orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to ICG. If, however, no spare physical Loop is available, Verizon shall within three (3) Business Days of ICG's request notify ICG of the lack of available facilities. ICG may then at its discretion make a Network Element Bona Fide Request pursuant to Section 14.3 to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). ICG may also make a Network Element Bona Fide Request pursuant to Section 14.3 for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 3.18.

4. Line Sharing

4.1 'Line Sharing' is an arrangement by which Verizon facilitates ICG's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), Multiple Virtual Line (MVL (a proprietary technology)), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to ICG, solely for ICG's own use, the frequency range above the voice band on the same copper Loop required by ICG to provide such services. This Section 4 addresses Line Sharing over loops that are entirely copper loops.

4.2 In accordance with, but only to the extent required by Applicable Law, Verizon shall provide Line Sharing to ICG for ICG's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by ICG on that Loop must not significantly degrade the performance of other services provided on that Loop.

4.3 Verizon shall make Line Sharing available to ICG at the rates set forth in the Pricing Attachment. In addition to the recurring and nonrecurring charges shown in the Pricing Attachment for Line Sharing itself, the following rates shown in the Pricing Attachment and in Verizon 's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by ICG; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, trouble isolation charges, and pair swap/line and station transfer charges.

4.4 The following ordering procedures shall apply to Line Sharing:

4.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. ICG must utilize the mechanized or manual Loop qualification processes described in the terms applicable to xDSL and Digital Designed Loops to make this determination.

4.4.2 ICG shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

4.4.3 If the Loop is prequalified by ICG through the Loop prequalification database, and if a positive response is received and followed by receipt of ICG's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops.

4.4.4 If the Loop requires qualification manually or through an Engineering Query, three (3) additional Business Days will be generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of ICG's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events.

4.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and ICG orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; or if this Agreement does not contain provisions pertaining to Digital Designed Loops, then in accordance with Verizon's generally available rates, terms and conditions applicable to Digital Design Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon 's Customers over such Loops.

4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in Section 4.4.5 above. Except as otherwise required by Applicable Law, provisioning intervals for the Line Sharing arrangement initially shall be the standard interval of six (6) Business Days applicable to 2W ADSL Loops. Where Applicable Law has ordered shorter intervals, the shortened intervals will apply in the event that a dispatch is not required, where conditioning work is not necessary and where facility modifications are not required. In no event shall the Line Sharing interval applied to ICG be longer than the interval applied to any Affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of no less than six (6) Business Days.

4.4.7 ICG must provide all required Collocation, CFA, Special Bill Number ("SBN") and NC/NCI information when a Line Sharing arrangement is ordered. Collocation augments required, either at the Point of Termination (POT) Bay, Collocation node, or for splitter placement, must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.

4.4.8 The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in the roll out of Line Sharing in order to minimize provisioning

problems and facility issues. ICG will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.

4.5 To the extent required by Applicable Law, ICG shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, ICG must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups.

4.6 As described more fully in Verizon Technical Reference 72575, the xDSL technology used by ICG for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. ICG's deployment of additional Advanced Services shall be subject to the applicable FCC Rules.

4.7 ICG may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon 's Customer. ICG is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 which employs Direct Current ("DC") blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and is designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance through one of the splitter options described below. ICG is also responsible for providing its own Digital Subscriber Line Access Multiplexer ("DSLAM") equipment in the Collocation arrangement and any necessary Customer Provided Equipment ("CPE") for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In both configurations, the splitter must be provided by ICG and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. ICG must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before ICG submits an order for Line Sharing.

Splitter Option 1: Splitter in ICG Collocation Area

In this configuration, the ICG-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by ICG in its own Collocation space within the Customer's serving End Office. The Verizon -provided dial tone is routed through the splitter in the ICG Collocation area. Any rearrangements will be the responsibility of ICG.

Splitter Option 2: Splitter in Verizon Area

In this configuration, Verizon inventories and maintains a ICG-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.

In those serving End Offices where Verizon has employed the use of a POT Bay, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting ICG Collocation and the splitter. At ICG's option, installation of the splitter shelf may be performed by Verizon or by a Verizon -approved vendor designated by ICG.

In those serving End Offices where Verizon does not employ the use of a POT Bay, ICG provided splitter will be located via a virtual-LIKE collocation arrangement, to which ICG does not have access. ICG shall receive its DSL traffic via tie cables running from the MDF to the splitter and from the splitter to ICG's collocation arrangement. The demarcation point is the connection to the DSLAM from the splitter. The installation of the splitter shelf will be performed by Verizon or by a Verizon -approved vendor.

In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will also perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to ICG upon completion of the required augment.

4.7.1 Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. ICG must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply (unless Applicable Law requires otherwise).

4.7.2 Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or ICG's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. ICG must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) Business Days shall apply.

4.8 ICG will have the following options for testing shared Loops:

4.8.1 In serving End Offices where a POT Bay has been employed for use the following options shall be available to ICG.

4.8.1.1 Under Splitter Option 1, ICG may conduct its own physical tests of the shared Loop from ICG's collocation area. If it chooses to do so, ICG may supply a test head to facilitate such physical tests, provided that: (a) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate; and (b) the test head

does not interrupt the voice circuit to any greater degree than a conventional Mechanized Loop Test (MLT). Specifically, the ICG-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional ICG-provided test head would be installed between the "line" port of the splitter and the POT Bay in order to conduct remote physical tests of the shared Loop.

4.8.1.2 Under Splitter Option 2, either Verizon or a Verizon - approved vendor selected by ICG may install a ICG-provided test head to enable ICG to conduct remote physical tests of the shared Loop. This optional ICG-provided test head may 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 ICG-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 ICG-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 ICG-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 ICG during normal trouble isolation procedures in accordance with reasonable procedures.

4.8.1.4 Under either Splitter Option, Verizon will make MLT access available to ICG via RETAS after the service order has been completed. ICG will utilize the circuit number to initiate a test. This functionality will be available on October 31, 2000.

4.8.2 In those serving End Offices where Verizon has not employed a POT Bay for use, ICG will not be permitted to supply its own test head; Verizon will make its testing system available to ICG through use of the on-line computer interface test system at www.gte.com/wise. This system is available 24 hours, 7 days a week.

4.8.3 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where ICG 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 ICG 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 ICG should reasonably have been able to isolate and diagnose through one of the testing options available to ICG above.

The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

4.8.4 Verizon and ICG each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or Advanced 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 premise and the point of demarcation in the Central Office. ICG will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data 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 ICG 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 ICG's Advanced Services. Verizon will not repair any CPE equipment provided by ICG. Before a trouble ticket is issued to Verizon, ICG shall validate whether the Customer is experiencing a trouble that arises from ICG's Advanced 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 ICG's Advanced Services equipment, splitter problems, or ICG's activities, Verizon will:

4.8.6.1 Notify ICG and request that ICG immediately test the trouble on ICG's Advanced 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 ICG 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 ICG's data service.

4.8.6.3 Upon completion of Sections 4.8.6.1 and 4.8.6.2 above, Verizon may temporarily remove the ICG-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is ICG's data service.

4.8.6.4 Upon notification from ICG that the malfunction in ICG's advanced service has been cleared, Verizon will restore ICG's advanced service by restoring the splitter on the Customer's Loop.

4.8.6.5 Upon completion of the above steps, ICG will be charged a Trouble Isolation Charge (TIC) to recover Verizon 's costs of isolating and temporarily removing the malfunctioning Advanced Service from the Customer's line if the cause of the voice interruption was ICG's data service.

4.8.6.6 Verizon shall not be liable for damages of any kind for temporary disruptions to ICG's data service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and ICG 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 existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled 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 unbundled elements utilized in the pre-existing platform arrangement 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

6.1 Sub-Loop – Distribution (USLA).

Subject to the conditions set forth in Section 1 and upon request by ICG, Verizon shall provide ICG with access to a Sub-Loop Distribution Facility (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 6, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Verizon's applicable Tariffs. A "Distribution Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an FDI) and the rate demarcation point for such facility (or network interface device (NID) if the NID is located at such rate demarcation point). Verizon shall provide ICG with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, Applicable Law.

6.1.1 ICG may request that Verizon reactivate (if available) an unused drop and NID or provide ICG with access to a drop and NID that, at the time of ICG's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined.

6.1.2 ICG may obtain access to a Sub-Loop Distribution Facility only at an FDI and only from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if ICG 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 ICG at such terminal. To obtain access to a Sub-Loop Distribution Facility, ICG shall install a TOPIC on an easement or Right of Way obtained by ICG within 100 feet of the Verizon FDI to which such Distribution Sub-Loop 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 an ICG 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 ICG for any electronics in the TOPIC. ICG 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 ICG may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to ICG, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether 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, ICG must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to an ICG TOPIC. To make such a request, ICG must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which ICG 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 ICG's demand for access to Sub-Loop Distribution Facilities at the requested FDI. ICG 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. ICG must submit Sub-Loop Interconnection Applications to:

ICG'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 ICG a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statements of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").

6.1.6 ICG 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 ICG'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 ICG breaches its payment obligation under this Section. Upon Verizon 's completion of the work that Verizon must perform to provide ICG with access to a Distribution Sub-Loop, Verizon shall bill ICG, and ICG 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 an ICG TOPIC and ICG has paid the full cost of such installation, ICG can request the connection of Verizon Sub-Loop Distribution Facilities to the ICG TOPIC. At the same time, ICG shall advise Verizon of the services that ICG 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. ICG shall run any crosswires within the TOPIC.

6.1.8 If ICG requests that Verizon reactivate an unused drop and NID, then ICG shall provide dial tone (or its DSL equivalent) on the ICG 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 ICG dial tone or equivalent from the TOPIC. If ICG requests that Verizon provide ICG with access to a Sub-Loop Distribution Facility that, at the time of ICG's request, Verizon is using to provide service to a Customer, then, after ICG 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, ICG shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit ICG's long-term number portability 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 ICG 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 ICG and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. ICG 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) ICG reports to Verizon a Customer trouble, (b) ICG 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, ICG 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 ICG is not available at the appointed time. If as the result of ICG 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 ICG by Verizon. If as the result of ICG 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 ICG by Verizon.

6.2 Sub-Loop – Feeder (UFSE).

6.2.1 Subject to the conditions set forth in Section 1 of this agreement and upon request by ICG, Verizon shall provide ICG with access to a Feeder Sub-Loop (as such term is hereinafter defined) 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. A "Feeder Sub-Loop" means a DS1 or DS3 transmission path over a feeder facility in Verizon's network between a Verizon end office and either a Verizon remote terminal equipment enclosure (an "RTEE") that subtends such end office or a Verizon feeder distribution interface (such an interface, an "FDI") that subtends the end office.

6.2.2 ICG may obtain access to a Feeder Sub-Loop only from an ICG collocation arrangement in the Verizon end office where such Feeder Sub-Loop originates and Verizon shall terminate a Feeder Sub-Loop in an RTEE that subtends such end office only if ICG has a collocation arrangement in such RTEE. Upon ICG's request, Verizon will connect a Feeder Sub-Loop to a ICG collocation arrangement in the Verizon end office where the Feeder Sub-Loop originates and to either a ICG 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 ICG has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and ICG that governs the establishment of such TOPIC. Verizon shall connect a Feeder Sub-Loop to the point of termination bay of a ICG collocation arrangement in a Verizon Central Office or to a ICG TOPIC, by installing appropriate cross connections and Verizon shall be solely responsible for installing such cross connections. ICG may obtain access to a Feeder Sub-Loop 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 ICG shall run any crosswires within an ICG physical collocation arrangement and an ICG TOPIC and ICG will have sole responsibility for identifying to Verizon where a Feeder Sub-Loop should be connected to an ICG collocation arrangement. ICG shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and ICG shall not bill

Verizon, and Verizon shall not pay ICG, for providing such power and space.

6.2.4 Verizon shall not be obligated to provide to ICG any multiplexing at an RTEE or at a TOPIC or to combine a Feeder Sub-Loop with a Distribution Sub-Loop. If ICG requests access to a Feeder Sub-Loop and a Distribution Sub-Loop that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to ICG 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 ICG with access to a Feeder Sub-Loop in accordance with negotiated intervals.

6.2.6 Verizon shall repair and maintain a Feeder Sub-Loop at the request of ICG 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. ICG may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. ICG accepts responsibility for initial trouble isolation for Feeder Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) ICG reports to Verizon a trouble, (b) ICG requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Feeder Sub-Loop facilities or equipment in whole or in part, then ICG 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 an ICG contact as designated by ICG is not available at the appointed time. If as the result of ICG 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 ICG by Verizon. If as the result of ICG 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 ICG by Verizon.

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow ICG 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.

7. Inside Wire

7.1 House and Riser.

Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide to ICG access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 7 and the rates set forth in the Pricing Attachment. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the

rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon will provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for ICG. ICG may access a House and Riser Cable only at the MPOE for such cable. Verizon shall provide ICG with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

ICG must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

7.1.1 ICG shall locate its compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.

7.1.2 If suitable space is available, ICG shall install its terminal block no closer than within fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.

7.1.3 ICG's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that ICG's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.

7.1.4 ICG shall identify its terminal block and equipment as an ICG facility.

7.2 To provide ICG with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for ICG, (c) secure space for ICG in any building, (d) secure access to any portion of a building for ICG or (e) reserve space in any building for ICG.

7.3 ICG must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to ICG service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to ICG's termination block, and Verizon shall determine how to perform such installation. ICG shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to ICG in accordance with ICG's order for such services.

7.4 If a ICG compatible connecting block or spare termination on ICG's connecting block is not available at the time of installation, Verizon shall bill ICG, and ICG shall pay to Verizon, the Not Ready Charge set forth in the Pricing Attachment and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the time and material charges set forth in the Pricing Attachment.

7.5 Verizon shall perform all installation work on Verizon equipment. All ICG equipment connected to a House and Riser Cable shall comply with applicable industry standards.

7.6 Verizon shall repair and maintain a House and Riser Cable at the request of ICG and subject to the time and material rates set forth in the Pricing Attachment. ICG shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) ICG reports to Verizon a Customer trouble, (b) ICG requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then ICG shall pay Verizon the 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 ICG is not available at the appointed time. If as the result of ICG 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 ICG by Verizon. If as the result of ICG 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 ICG by Verizon.

8. Dark Fiber

8.1 Subject to the conditions set forth in Section 1 and upon request, Verizon shall provide ICG with access to unbundled Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF (as such terms are hereinafter defined) 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 at the requested availability date. 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. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offerings.

8.1.1 A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between Verizon's Accessible Terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point at a Customer premise, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

8.1.2 A "Dark Fiber Sub Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable (a) between Verizon's Accessible Terminal located within a Verizon Wire Center, and Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure, (b) between Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure and Verizon's main termination point located within a Customer premise, or (c) between Verizon's Accessible Terminals at Verizon remote terminal equipment enclosures, and that in all cases has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

8.1.3 A "Dark Fiber IOF" consists of continuous fiber strand(s) that are located within a fiber optic cable between either (a) Accessible Terminals in two Verizon Central Offices or (b) an Accessible Terminal in a Verizon Central Office and a ICG Central Office, but, in either

case, that has not been activated through connection to multiplexing, aggregation or other electronics that "light it" and thereby render it capable of carrying Telecommunications Services.

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 ICG's collocation arrangement located in that same Verizon Central Office and the other end terminates at the Customer premise. 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 ICG'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 ICG's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Sub-Loop terminates at Verizon's main termination point located within the Customer premise and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to ICG'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 ICG'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 ICG's collocation arrangement or adjacent structure. A ICG demarcation point at a Customer premise shall be established in the main Telco room of the Customer premise 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. An ICG demarcation point at a Customer premise shall be established at a location that is no more than 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 ICG demarcation point by installing a fiber jumper no greater than 30 feet in length

8.2.2 ICG 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 ICG 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 ICG unless such Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF already are terminated on a Verizon Accessible Terminal. Except where required by Applicable Law, Verizon will not introduce additional splice points or open existing splice points or cases to accommodate ICG's request. 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 ICG.

8.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).

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 an ICG collocation arrangement or (2) from a Verizon Accessible Terminal to ICG's demarcation point at a Customer premise or ICG Central Office.

8.2.5 A Dark Fiber Inquiry must be submitted prior to submitting an ASR. Upon receipt of the completed Dark Fiber Inquiry, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop, Dark Fiber Sub-Loop 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 ICG's request, indicating whether Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF may be available 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 Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.

8.2.6 ICG 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 Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that terminate in a Verizon premise must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the 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 ICG in the condition that it is available in Verizon's network at the time that ICG 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 ICG'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 ICG 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 or for maintenance purposes will not be offered to ICG as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.

8.2.11 ICG shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.

8.2.12 ICG 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

ICG for use for Special or Switched Exchange Access Services, ICG 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 will limit ICG to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Loops, Dark Fiber Sub-Loops or Dark 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 ICG upon a showing of need to the Commission and twelve (12) months' advance written notice to ICG; and

8.2.14.2 Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to ICG upon a showing to the Commission that ICG underutilized fiber within any twelve (12) month period;

8.2.14.3 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a ICG 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 ICG, or impair Verizon's ability to meet a legal obligation.

8.2.15 ICG may not reserve Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.

8.2.16 ICG 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 ICG; (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) ICG's collocation arrangements with any proper optical cross connects or other equipment that ICG needs to access Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF before it submits an order for such access. ICG 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 dark fiber, on or before the date that ICG places an order for the applicable dark fiber, and that it shall maintain the same going forward.

8.2.17 ICG 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 ICG 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 ICG.

9. Network Interface Device

9.1 Subject to the conditions set forth in Section 1 and at ICG's request, Verizon shall permit ICG to connect a ICG Loop to the Inside Wiring of a Customer through the use of a Verizon NID in the manner set forth in this Section 9. Verizon shall provide ICG with access to NIDs in accordance with, but only to the extent required by, Applicable Law. ICG may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining ICG NID deployed by ICG or, if an entrance module is available in the Verizon NID, by connecting a ICG Loop to the Verizon NID. In all cases, Verizon shall perform this Cross Connection. 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 ICG 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 ICG access, remove, disconnect or in any other way rearrange, a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunications Service to that Customer.

9.4 In no case shall ICG remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

9.5 In no case shall ICG 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 Wire must be resolved by the person who controls use of the wire (e.g., the Customer).

When ICG is connecting an ICG-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, ICG does not need to submit a request to Verizon and Verizon shall not charge ICG for access to the Verizon NID. In such instances, ICG shall comply with the of provisions Sections 9.2 through 9.7 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 7 of this Agreement.

9.7 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), ICG may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means:

9.7.1 Where an adequate length of Inside Wire is not present or environmental conditions do not permit, ICG may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire 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 Wire 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.

9.7.2 ICG may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. ICG, its agent, the building owner or the Customer). If ICG accesses the Customer's Inside Wire as described in this Section 9.7.2, time and materials charges will be billed to the requesting party (i.e. ICG, its agent, the building owner or the Customer).

10. Unbundled Switching Elements

Subject to the conditions set forth in Section 1, Verizon shall make available to ICG the Local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services, in accordance with this Agreement. Verizon shall provide ICG with access to the Local Switching Element and the Tandem Switching Element in accordance with, but only to the extent required by, Applicable Law.

10.1 Local Switching.

10.1.1 The unbundled Local 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 switch. It consists of the line-side Port (including connection between a Loop termination and a 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 switch and its associated deployed switch software is capable of providing and are currently 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).

10.1.2 Verizon shall offer, as an optional chargeable feature, usage tapes.

10.1.3 ICG 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. ICG may submit a Bona Fide Request in accordance with Section 14.3 for other switch features and functions that the 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 ICG to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

10.2 Network Design Request (NDR).

Prior to submitting any order for unbundled Local Switching (as an UNE or in combination with other UNEs), ICG shall complete the NDR process. As part of

the NDR process, ICG shall request standardized or customized routing of its Customer traffic in conjunction with the provision of unbundled Local Switching.

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

10.3 Tandem Switching.

The unbundled Tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled Tandem 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

Subject to the conditions of Section 1, where facilities are available, at ICG's request, Verizon shall provide ICG with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with, but only to the extent required by Applicable Law, at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that ICG also purchases unbundled Local Switching capability from Verizon in accordance with Section 10 of this Attachment.

12. Signaling Networks and Call-Related Databases

12.1 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide ICG 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.

12.2 ICG shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve ICG's Customers, at non-discriminatory rates, terms and conditions as provided in the Pricing Attachment, provided further that if the ICG information Verizon requires to provide such call-related functionality is resident in a database, ICG will provide Verizon with the access and authorization to query ICG'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 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 ICG 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 ICG.

12.4 Regardless of the manner in which ICG obtains CCS Interconnection, ICG 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, ISP-bound 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 ICG signaling systems to the public Internet Protocol network may expose ICG and Verizon signaling systems and information to interference by third parties. ICG 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. ICG 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 ICG in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. ICG shall charge Verizon rates equal to the rates Verizon charges ICG, unless ICG's Tariffs for CCS signaling provide for lower generally available rates, in which case ICG 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 the Additional Services Attachment, Verizon shall provide ICG with access via electronic inter faces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. All such transactions shall be submitted by ICG through such electronic interfaces.

14. Availability of Other UNEs on an Unbundled Basis

14.1 Any request by ICG 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, below. ICG 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 UNEs

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

The rates and charges for the foregoing UNEs and other services shall be as set forth in this Attachment and the Pricing Attachment.

17. Combinations

Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (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 ICG, 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.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to ICG, in accordance with Verizon's applicable Tariffs, as amended from time-to-time, Collocation for the purpose of facilitating ICG's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon. Until Verizon's California state Collocation tariff becomes effective, Verizon shall provide Collocation to ICG in accordance with the rates, terms and conditions set forth in such California state Collocation tariff as filed by Verizon with the Commission, as such filing is amended from time-to-time.

1.1 Fiber Optic Patchcord Cross Connect.

The Fiber Optic Patchcord Cross Connect provides the communications path between Verizon's Fiber Distribution Panel (FDP) and ICG's collocated transmission equipment and facilities. The connection of the facilities would be made via a Fiber Optic Patchcord. The Fiber Optic Patchcord Cross Connect is limited to use solely in conjunction with access to unbundled Dark Fiber and unbundled optical Interoffice Facilities UNEs.

2. ICG's Provision of Collocation

If ICG offers collocation of facilities and equipment for the purpose of facilitating interconnection with facilities or services of ICG pursuant to an ICG Tariff, upon request by Verizon, ICG shall provide such collocation to Verizon pursuant to ICG's Tariff. In the absence of such a Tariff, if ICG elects, at its sole discretion, to provide collocation to Verizon, such collocation shall be provided in accordance with rates, terms and conditions negotiated, and agreed to in writing, by the Parties.

911 ATTACHMENT

1. 911/E-911 Arrangements

1.1 ICG may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which ICG provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide ICG with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, ICG and Verizon will negotiate arrangements to connect ICG to the 911 service in accordance with applicable state law.

1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the ICG-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation.

1.3 Within thirty (30) days of its receipt of a complete and accurate request from ICG, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide ICG, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:

1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where ICG is providing, or represents to Verizon that it intends to provide within sixty (60) days of CLEC(s) request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis;

1.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which ICG plans to offer Telephone Exchange Service;

1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.

1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.

1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;

1.3.6 prompt return of any ICG 911/E-911 data entry files containing errors, so that ICG may ensure the accuracy of the Customer records.

2. Electronic Interface

ICG shall use, where available, the appropriate Verizon electronic interface, through which ICG shall input and provide a daily update of 911/E-911 database information related to appropriate ICG Customers. In those areas where an electronic interface is not available, ICG shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National

Emergency Number Association standards ("NENA"). ICG may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of ICG Customer information.

3. 911 Interconnection

Verizon and ICG will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of ICG systems to the 911/E-911 platforms and/or systems.

4. 911 Facilities

ICG shall be responsible for providing facilities from the ICG End Office to the 911 Tandem or selective router. ICG shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

5. Local Number Portability for use with 911

The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by ICG. Therefore, for those ported telephone numbers using INP, ICG will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, ICG will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. ICG will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

5.1 ICG is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using ICG's NENA COID to lock and unlock records and the posting of ICG's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.

6. PSAP Coordination

Verizon and ICG will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

7. 911 Compensation

ICG will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in this attachment.

8. 911 Rules and Regulations

ICG and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in California.

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, below, 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, the Charges shall be as stated in Appendix A of this Pricing Attachment.

1.5 Any applicable Tariff Charges shall automatically supersede the Charges stated in Appendix A of this Pricing Attachment. 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, 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, 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, the Parties shall mutually agree in writing to the Charges for the Service.

2. Verizon Telecommunications Services Provided to ICG 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 ICG 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 ICG 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 ICG for resale pursuant to Section 251(c)(4) of the Act.

2.1.3 Notwithstanding Sections 2.1 and 2.2, 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 ICG 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 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 rate 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 ICG 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 ICG 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 ICG.

3. ICG Prices

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

4. Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under this Agreement that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which under Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251.

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 ATTACHMENT

I. Rates and Charges for Transportation and Termination of Traffic

5.1 The Local Call Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to an End Office is **$0.0036286**.

5.2 The Local Call Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to Tandem Switch is **$0.0058104**.

5.3 The Tandem Transiting Charge is **$0.0021818**.

5.4 Entrance Facility Charge: **See Intrastate Access Tariff**

*Certain of the rates and charges set forth above, as indicated by an "asterisk", are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between Verizon and AT&T Communications, which was approved by the Commission in an Interim Decision dated January 13, 1997, in Docket No. 97-04-090. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order, as set forth more fully in Section 37.2 of the General Terms and Conditions; and (2) that, for purposes of calculating Reciprocal Compensation, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in Section 7.3.4 of the Interconnection Attachment. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to, Section 37 of the General Terms and Conditions. The Parties further agree that the Commission's Order in Docket No. 97-04-090, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under Section 37.1 of the General Terms and Conditions.

II. Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop[1]

2 Wire Analog Loop (inclusive of NID)	$ 26.94
4 Wire Analog Loop (inclusive of NID)	$ 38.71
2 Wire Digital Loop (inclusive of NID)	$ 26.94
4 Wire Digital Loop (inclusive of NID)	$ 38.71
DS-1 Loop	$ 97.98
DS-3 Loop	$1,345.90
Supplemental Features:	
ISDN-BRI Line Loop Extender	TBD
DS1 Clear Channel Capability	$25.00

Subloop

2-Wire Feeder	$ 9.43
2-Wire Distribution	$ 17.51
4-Wire Feeder	$ 13.55
4-Wire Distribution	$ 25.16
2-Wire Drop	$ 3.50
4-Wire Drop	$ 5.03
Inside Wire	BFR

Network Interface Device (leased separately)

Basic NID:	$ 1.45
Complex (12 x) NID	$ 1.10

Switching

Port	
Basic Analog Line Side Port	$ 4.96
Coin Line Side Port	$ 22.75
ISDN BRI Digital Line Side Port	$ 30.49
DS-1 Digital Trunk Side Port	$ 172.18
ISDN PRI Digital Trunk Side Port	$ 603.15
Vertical Features	See Attached List
Usage Charges (must purchase Port)	
Local Central Office Switching	
(Overall Average MOU)	$0.0068413
Common Shared Transport	
Transport Facility (Average MOU/ALM)	$0.0000266
Transport Termination (Average MOU/Term)	$0.0002092
Tandem Switching (Average MOU)	$0.0048870
Terminating to Originating Ratio	1.00

[1] 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 residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on 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.

Assumed Minutes	TBD
Operator and Directory Assistance Services (OS/DA)	
National DA	$0.5500000
DA	$0.4500000
Mechanized Operator Calling Card	$0.0890000
Live Operator	$0.4490000
Originating Line Number Screening	$0.0180000
Call Detail Record	$0.0200000
Busy Line Verify	$0.9900000
Busy Line Interrupt	$1.0500000
Dedicated Transport Facilities	
CLEC Dedicated Transport	
CDT 2 Wire	$ 27.80
CDT 4 Wire	$ 39.65
CDT DS1	$ 190.26
CDT DS3 Optical Interface	$1,125.00
CDT DS3 Electrical Interface	$1,500.00
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	$ .40
IDT DS0 Transport Termination	$ 3.18
IDT DS1 Transport Facility per ALM	$ 9.71
IDT DS1 Transport Termination	$ 76.29
IDT DS3 Transport Facility per ALM	$ 271.93
IDT DS3 Transport Termination	$ 526.72
Multiplexing	
DS1 to Voice Multiplexing	$ 123.74
DS3 to DS1 Multiplexing	$ 477.63
DS1 Clear Channel Capability	$ 25.00
Unbundled Dark Fiber	
Unbundled Dark Fiber Loops/Subloops	
Dark Fiber Loop	$ 51.64
Dark Fiber Subloop - Feeder	$ 40.90
Dark Fiber Subloop - Distribution	$ 10.74
Unbundled Dark Fiber Dedicated Transport	
Dark Fiber IDT -Facility	$ 19.08
Dark Fiber IDT -Termination	$ 4.88
Packet Switching	**BFR**
Call Related Database	**BFR**
Service Management System	**BFR**
OSS	**BFR**

UNE-P Pricing

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. On an interim basis, until NRCs specific to UNE-P have been established, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. Verizon reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.

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

Operator Services and Directory Assistance Services (OS/DA). If ICG does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate pending ICG's completion of a separate OS/DA agreement.

CALIFORNIA UNBUNDLED VERTICAL FEATURES

VERTICAL FEATURES		(Subject to Availability)
Three Way Calling	$/Feature/Month	$2.30
Call Forwarding Variable	$/Feature/Month	$0.63
Cust. Changeable Speed Calling 1-Digit	$/Feature/Month	$0.38
Cust. Changeable Speed Calling 2-Digit	$/Feature/Month	$0.64
Call Waiting	$/Feature/Month	$0.15
Cancel Call Waiting	$/Feature/Month	$0.07
Automatic Callback	$/Feature/Month	$0.75
Automatic Recall	$/Feature/Month	$0.41
Calling Number Delivery	$/Feature/Month	$1.29
Calling Number Delivery Blocking	$/Feature/Month	$0.18
Distinctive Ringing / Call Waiting	$/Feature/Month	$0.63
Customer Originated Trace	$/Feature/Month	$0.22
Selective Call Rejection	$/Feature/Month	$0.97
Selective Call Forwarding	$/Feature/Month	$0.91
Selective Call Acceptance	$/Feature/Month	$0.89
Call Forwarding Variable CTX	$/Feature/Month	$0.57
Call Forwarding Incoming Only	$/Feature/Month	$0.46
Call Forwarding Within Group Only	$/Feature/Month	$0.38
Call Forwarding Busy Line	$/Feature/Month	$0.55
Call Forwarding Don't Answer All Calls	$/Feature/Month	$0.57
Remote Call Forward	$/Feature/Month	$4.23
Call Waiting Originating	$/Feature/Month	$0.15
Call Waiting Terminating	$/Feature/Month	$0.16
Cancel Call Waiting CTX	$/Feature/Month	$0.02
Three Way Calling CTX	$/Feature/Month	$2.33
Call Transfer Individual All Calls	$/Feature/Month	$0.55
Add-on Consultation Hold Incoming Only	$/Feature/Month	$0.39
Speed Calling Individual 1-Digit	$/Feature/Month	$0.42
Speed Calling Individual 2-Digit	$/Feature/Month	$0.56
Direct Connect	$/Feature/Month	$0.25
Distinctive Alerting / Call Waiting Indicator	$/Feature/Month	$0.22
Call Hold	$/Feature/Month	$0.32
Semi-Restricted (Orig/Term)	$/Feature/Month	$2.38
Fully-Restricted (Orig/Term)	$/Feature/Month	$2.36
Toll Restricted Service	$/Feature/Month	$0.56
Call Pick-up	$/Feature/Month	$0.18
Directed Call Pick-up w/Barge-In	$/Feature/Month	$0.07
Directed Call Pick-up w/o Barge-In	$/Feature/Month	$0.23
Special Intercept Announcements	$/Feature/Month	$16.62
Conference Calling - 6-Way Station Cont.	$/Feature/Month	$2.29
Station Message Detail Recording	$/Feature/Month	$0.72
Station Message Detail Recording to Premises	$/Feature/Month	$2.55
Fixed Night Service – Key	$/Feature/Month	$2.72
Attendant Camp-on (Non-DI Console)	$/Feature/Month	$1.55
Attendant Busy Line Verification	$/Feature/Month	$3.35
Control of Facilities	$/Feature/Month	$0.20
Fixed Night Service - Call Forwarding	$/Feature/Month	$0.60
Attendant Conference	$/Feature/Month	$9.81
Circular Hunting	$/Feature/Month	$0.10

VERTICAL FEATURES		(Subject to Availability)
Preferential Multiline Hunting	$/Feature/Month	$0.09
Uniform Call Distribution	$/Feature/Month	$0.18
Stop Hunt Key	$/Feature/Month	$0.16
Make Busy Key	$/Feature/Month	$6.09
Queuing	$/Feature/Month	$1.16
Automatic Route Selection	$/Feature/Month	$1.41
Facility Restriction Level	$/Feature/Month	$0.56
Expansive Route Warning Tone	$/Feature/Month	$0.07
Time-of-Day Routing Control	$/Feature/Month	$1.45
Foreign Exchange Facilities	$/Feature/Month	$6.47
Anonymous Call Rejection	$/Feature/Month	$5.28
Basic Business Group Sta-Sta ICM	$/Feature/Month	$11.15
Basic Business Group CTX	$/Feature/Month	$0.50
Basic Business Group DOD	$/Feature/Month	$0.14
Basic Business Auto ID Outward Dialing	$/Feature/Month	$0.25
Basic Business Group DID	$/Feature/Month	$0.01
Business Set Group Intercom All Calls	$/Feature/Month	$6.44
Dial Call Waiting	$/Feature/Month	$0.25
Loudspeaker Paging	$/Feature/Month	$5.68
Recorded Telephone Dictation	$/Feature/Month	$9.36
On-Hook Queuing for Outgoing Trunks	$/Feature/Month	$1.02
Off-Hook Queuing for Outgoing Trunks	$/Feature/Month	$0.86
Teen Service	$/Feature/Month	$0.05
Bg – Automatic Call Back	$/Feature/Month	$0.45
Voice/Data Protection	$/Feature/Month	$0.05
Authorization Codes for Afr	$/Feature/Month	$0.17
Account Codes for Afr	$/Feature/Month	$0.55
Code Restriction Diversion	$/Feature/Month	$0.65
Code Calling	$/Feature/Month	$9.00
Meet-Me Conference	$/Feature/Month	$19.57
Call Park	$/Feature/Month	$0.26
Executive Busy Override	$/Feature/Month	$0.22
Last Number Redial	$/Feature/Month	$0.36
Direct Inward System Access	$/Feature/Month	$0.02
Authorization Code Immediate Dialing	$/Feature/Month	$0.25
Bg – Speed Calling Shared	$/Feature/Month	$0.02
Attendant Recall from Satellite	$/Feature/Month	$4.55
Bg – Speed Calling 2-Shared	$/Feature/Month	$0.03
Business Set - Call Pick-up	$/Feature/Month	$0.07
Authorization Code for Mdr	$/Feature/Month	$0.25
Locked Loop Operation	$/Feature/Month	$0.25
Attendant Position Busy	$/Feature/Month	$6.62
Two-Way Splitting	$/Feature/Month	$0.89
Call Forwarding - All (Fixed)	$/Feature/Month	$0.84
Business Group Call Waiting	$/Feature/Month	$0.25
Music on Hold	$/Feature/Month	$2.42
Automatic Alternate Routing	$/Feature/Month	$2.08
DTMF Dialing	$/Feature/Month	$0.25
BG DTMF Dialing	$/Feature/Month	$0.25
Business Set Access to Paging	$/Feature/Month	$2.93
Call Flip-Flop (Ctx-A)	$/Feature/Month	$0.90

VERTICAL FEATURES		(Subject to Availability)
Selective Calling Waiting (Class)	$/Feature/Month	$0.73
Direct Inward Dialing	$/Feature/Month	$8.73
Customer Dialed Account Recording	$/Feature/Month	$1.42
Deluxe Automatic Route Selection	$/Feature/Month	$3.36
MDC Attendant Console	$/Feature/Month	$104.65
Warm Line	$/Feature/Month	$0.25
Calling Name Delivery	$/Feature/Month	$0.25
Call Forwarding Enhancements	$/Feature/Month	$0.25
Caller ID Name and Number	$/Feature/Month	$1.16
InContact	$/Feature/Month	$1.68
Call Waiting ID	$/Feature/Month	$0.25
Att'd ID on Incoming Calls	$/Feature/Month	$0.46
Privacy Release	$/Feature/Month	$0.25
Display Calling Number	$/Feature/Month	$0.25
Six-Port Conference	$/Feature/Month	$5.61
Business Set Call Back Queuing	$/Feature/Month	$0.25
ISDN Code Calling – Answer	$/Feature/Month	$0.25
Att'd Call Park	$/Feature/Month	$0.25
Att'd Autodial	$/Feature/Month	$0.25
Att'd Speed Calling	$/Feature/Month	$0.25
Att'd Console Test	$/Feature/Month	$0.25
Att'd Delayed Operation	$/Feature/Month	$0.25
Att'd Lockout	$/Feature/Month	$0.25
Att'd Multiple Listed Directory Numbers	$/Feature/Month	$0.25
Att'd Secrecy	$/Feature/Month	$0.25
Att'd Wildcard Key	$/Feature/Month	$0.25
Att'd Flexible Console Alerting	$/Feature/Month	$0.25
Att'd VFG Trunk Group Busy on Att'd Console	$/Feature/Month	$0.25
Att'd Console Act/Deact of CFU/CFT	$/Feature/Month	$0.25
Att'd Display of Queued Calls	$/Feature/Month	$0.25
Att'd Interposition Transfer	$/Feature/Month	$0.25
Att'd Automatic Recall	$/Feature/Month	$0.25

NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi-Mech.	Provisioning Initial Unit	Provisioning Addt'l Unit
UNBUNDLED LOOP				
Exchange - Basic – Initial	$ 38.75	$ 27.60	$ 42.17	$ 38.81
Exchange - Basic – Subsequent	$ 17.44	$ 12.55	$ 14.49	$ 13.53
Exchange - Complex Nondigital – Initial	$ 40.56	$ 25.03	$107.58	$ 26.61
Exchange - Complex Nondigital – Subsequent	$ 18.87	$ 13.98	$ 14.49	$ 13.53
Exchange - Complex Digital – Initial	$ 40.56	$ 25.03	$ 96.76	$ 26.53
Exchange - Complex Digital – Subsequent	$ 18.87	$ 13.98	$ 14.49	$ 13.53
Advanced - Basic - Initial	$ 36.18	$ 25.03	$573.73	$202.79
Advanced - Complex - Initial	$ 40.56	$ 25.03	$569.13	$303.39
UNBUNDLED PORT				
Exchange - Basic – Initial	$ 33.04	$ 21.89	$ 31.29	$ 29.38
Exchange - Basic - Subsequent (Port Feature)	$ 19.78	$ 14.89	$ 1.14	$ 1.14
Exchange - Basic - Subsequent (CO Interconnection)	$ 19.78	$ 14.89	$ 14.49	$ 13.53
Exchange - Complex Nondigital – Initial	$ 43.54	$ 28.01	$ 75.32	$ 38.01
Exchange - Complex Nondigital – Subsequent (Port Feature)	$ 25.90	$ 21.01	$ 6.23	$ 6.23
Exchange - Complex Nondigital – Subsequent (Switch Feature Group)	$ 30.28	$ 21.01	$ 23.06	$ --
Exchange - Complex Nondigital – Subsequent (CO Interconnection)	$ 25.90	$ 21.01	$ 14.49	$ 13.53
Exchange - Complex Digital – Initial	$ 43.54	$ 28.01	$129.72	$ 32.97
Exchange - Complex Digital – Subsequent (Port Feature)	$ 25.90	$ 21.01	$ 5.45	$ 5.45
Exchange - Complex Digital – Subsequent (Switch Feature Group)	$ 30.28	$ 21.01	$ 23.06	$ --
Exchange - Complex Digital – Subsequent (CO Interconnection)	$ 25.90	$ 21.01	$ 14.49	$ 13.53
Advanced - Complex – Initial	TBD	TBD	TBD	TBD
Advanced - Complex – Subsequent	TBD	TBD	TBD	TBD
UNBUNDLED NID				
Exchange – Basic	$ 27.06	$ 18.83	$ 33.99	N/A
UNBUNDLED SUBLOOP				
Exchange - MDF Interconnection – Initial	$ 36.32	$ 26.88	$ 48.65	$ 34.50
Exchange - MDF Interconnection – Subsequent	$ 15.01	$ 11.83	$ 14.18	$ 13.22
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 - Subloop Feeder - Initial	$ 64.80	$ 64.57	$261.86	$220.43
Advanced - Subloop Distribution – Initial	$ 64.80	$ 64.57	$264.84	$216.19
ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS)				
Advanced - Basic - Initial	$ 88.39	$ 56.13	$397.31	N/A
Advanced - Basic - Subsequent	$ 38.02	$ 21.89	$ 49.53	N/A
DS0 - Initial	$ 88.39	$ 56.13	$482.99	N/A
DS0 – Subsequent	$ 38.02	$ 21.89	$ --	N/A
DS1/DS3 – Initial	$ 97.94	$ 65.68	$384.08	N/A
DS1/DS3 - Subsequent	$ 38.02	$ 21.89	$ 9.90	N/A
LOOP CONDITIONING[2] **(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
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 Nondigital – Initial	$ 41.35	$ 27.53	$162.41	$ 31.70
Exchange - Complex Nondigital – Subsequent (Port Feature)	$ 16.44	$ 13.26	$ 5.89	$ 5.89
Exchange - Complex Nondigital – Subsequent (Switch Feature Group)	$ 20.82	$ 13.26	$ 22.73	$ 22.73
Exchange - Complex Nondigital – Changeover (As Is)	$ 22.35	$ 17.96	$ 3.61	$ 3.61
Exchange - Complex Nondigital – 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
DEDICATED TRANSPORT				
Advanced - Basic – Initial	$ 95.49	$ 63.01	$428.58	N/A
Advanced - Basic – Subsequent	$ 45.12	$ 28.77	$ 58.20	N/A
Advanced - Complex – Initial	$105.04	$ 72.56	$584.49	N/A
Advanced - Complex – Subsequent	$ 45.12	$ 28.77	$ 86.80	N/A

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

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
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
COORDINATED CONVERSIONS				
Exchange - Standard Interval - Per Qtr. Hour	$ 30.72	$ 30.50	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	$ 26.97	$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Qtr. Hour	$ 22.92	$ 22.69	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	$ 21.12	$ 20.89	N/A	N/A
HOT-CUT COORDINATED CONVERSIONS (Only available for 2-wire analog loops)				
Exchange - Standard Interval - Per Hour	$108.80	$108.57	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	$ 26.97	$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Hour	$ 83.43	$ 83.20	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	$ 21.12	$ 20.89	N/A	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
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
PACKET SWITCHING	TBD	TBD	TBD	TBD
CALL RELATED DATABASE	TBD	TBD	TBD	TBD
SERVICE MANAGEMENT SYSTEM	TBD	TBD	TBD	TBD
OSS	TBD	TBD	TBD	TBD

Application of NRCs

Preordering:

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

Customer Record Search applies when ICG 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 Subloop Distribution, Standard Subloop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Subloop Distribution, Non-load Subloop 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 Subloop 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.

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

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

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

Hot Coordinated Conversion First Hour applies if ICG 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. Rates and Charges for 911

See State 911 Tariff.

IV. Fiber Optic Patchcord Cross Connect

Fiber Optic Cross Connect Rate Elements				
	Elements	**Increment**	**NRC/MRC**	**Rate**
Non-Recurring Prices				
1	Fiber Optic Patch Cord Pull/Termination - Engineering	per project	NRC	$70.79
2	Fiber Optic Patch Cord Material Charge	per cable run	NRC	$40.49
3	Fiber Optic Patch Cord Pull	per cable run	NRC	$142.60
4	Fiber Optical Patch Cord Termination	per termination	NRC	$0.92
Monthly Recurring Prices				
5	Facility Termination - Fiber Optic Patch Cord	per connector	MRC	$0.92
6	Fiber Optic Patch Cord Duct Space	per cable	MRC	$0.30

Non-Recurring Charges

Non-recurring charges are one-time charges that apply for specific work activity. Non-recurring charges for the Fiber Optic Patchcord Cross Connect are due and payable upon delivery to the CLEC.

Fiber Optic Patchcord Pull/Termination – Engineering. The Fiber Optic Patchcord Pull/Termination – Engineering Charge is to recover the engineering costs incurred per project for the pull and termination of a fiber optic patchcord from the CLECs collocation arrangement to Verizon's Fiber Distribution Panel (FDP).

Fiber Optic Patchcord Pull. The Fiber Optic Patchcord Pull Charge is applied per fiber run and recovers the labor cost of placing the fiber from the collocation arrangement to Verizon's FDP.

Fiber Optic Patchcord Termination. The Fiber Optic Patchcord Termination Charge is applied per fiber connector termination and recovers the labor cost to terminate the fiber connection.

Fiber Optic Patchcord Material Charge. The CLEC has the option of providing its own fiber optic patchcord or Verizon may, at the request of the CLEC, provide the necessary fiber optic patchcord cables in exchange for the Fiber Optic Patchcord Material Charge. The Fiber Optic Patchcord Material Charge is applied on a per fiber cable basis to recover the material cost of a 24 fiber pair cable.

Monthly Recurring Charges

The following are monthly charges that apply each month or fraction thereof that the Fiber Optic Patchcord Cross Connect arrangement is provided.

Facility Termination – Fiber Optic Patchcord. The Facility Termination – Fiber Optic Patchcord Charge is applied per FDP port into which the fiber cable is connected. This charge recovers the labor and material cost of the FDP per port.

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

APPENDIX 2[1]

I. Rates and charges for Transport and Termination of Traffic[2]

A. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to an End Office is **$0.0033912♦.**

B. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to Tandem Switch is **$0.0052158♦.**

C. The Tandem Transiting Charge is **$0.0017583♦.**

D. Entrance Facility Charge: **See Intrastate Access Tariff**

[1] Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between Verizon and AT&T Communications, which was approved by the Commission in an Order dated August, 1997, in Case No. TO-97-63. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order, as set forth more fully in Section 37.2 of the General Terms and Conditions of the Verizon California terms; and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in Section 7.3.3 of the Interconnection Attachment of the Verizon California terms. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Verizon California terms that applies to rates, including, but not limited to, Section 37 of the General Terms and Conditions of the Verizon California terms. The Parties further agree that the Commission's Order in Case No. TO-97-63, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under Section 37.1 of the General Terms and Conditions of the Verizon California terms.

[2] All rates and charges specified herein are pertaining to the Interconnection Attachment of the Verizon California terms.

II. Services Available for Resale

The avoided cost discount for all Resale services is 25.40%[3].

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

[3] 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.verizon.com/wise for former GTE service areas and former Bell Atlantic service areas.

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that Brooks orders any service from the Verizon California terms.

Customer Record Search applies when Brooks 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 Complex Services for services migrating from Verizon to Brooks. 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 Brooks. 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 field work is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter Brooks'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 Brooks requests service prior to the standard due date intervals.

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

Hot Coordinated Conversion First Hour applies if Brooks 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 Elements

Monthly Recurring Charges

Local Loop[4]

2 Wire Analog Loop (inclusive of NID)		
Geographic Zone 1	$	53.84♦
Geographic Zone 2	$	48.39♦
Geographic Zone 3	$	29.05♦
Geographic Zone 4	$	19.14♦
4 Wire Analog Loop (inclusive of NID)		
Geographic Zone 1	$	93.37♦
Geographic Zone 2	$	86.32♦
Geographic Zone 3	$	44.65♦
Geographic Zone 4	$	29.60♦
2 Wire Digital Loop (inclusive of NID)		
Geographic Zone 1	$	53.84♦
Geographic Zone 2	$	48.39♦
Geographic Zone 3	$	29.05♦
Geographic Zone 4	$	19.14♦
4 Wire Digital Loop (inclusive of NID)		
Geographic Zone 1	$	93.37♦
Geographic Zone 2	$	86.32♦
Geographic Zone 3	$	44.65♦
Geographic Zone 4	$	29.60♦
DS-1 Loop	$	160.31
DS-3 Loop	$	2,584.44
Supplemental Features:		
ISDN-BRI Line Loop Extender	$	5.80
DS1 Clear Channel Capability	$	24.00
Subloop		
2-Wire Feeder	$	16.57
2-Wire Distribution	$	30.78
4-Wire Feeder	$	32.76
4-Wire Distribution	$	60.84
2-Wire Drop	$	6.16
4-Wire Drop	$	12.17
Inside Wire		BFR
Network Interface Device (leased separately)		
Basic NID:	$	1.04
Complex (12 x) NID	$	1.80
Switching		
Port		
Basic Analog Line Side Port	$	3.74
Coin Line Side Port	$	7.36

[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 residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on http://www.verizon.com/wise for former GTE service areas and former Bell Atlantic service areas.

ISDN BRI Digital Line Side Port	$	22.39
DS-1 Digital Trunk Side Port	$	102.93
ISDN PRI Digital Trunk Side Port	$	227.19
Usage Charges (must purchase Port)		
Local Central Office Switching		
(Overall Average MOU)	$	0.0033912
Common Shared Transport		
Transport Facility (Average MOU/ALM)	$	0.0000017
Transport Termination (Average MOU/Term)	$	0.0000663
Tandem Switching (Average MOU)	$	0.0016835
Terminating to Originating Ratio		1.00

Dedicated Transport Facilities

CLEC Dedicated Transport		
CDT 2 Wire	$	32.00
CDT 4 Wire	$	50.00
CDT DS1	$	102.22
CDT DS3 Optical Interface	$	1,125.00
CDT DS3 Electrical Interface	$	1,257.92
Interoffice Dedicated Transport		
IDT DS0 Transport Facility per ALM	$	.22
IDT DS0 Transport Termination	$	14.50
IDT DS1 Transport Facility per ALM	$	0.61
IDT DS1 Transport Termination	$	24.50
IDT DS3 Transport Facility per ALM	$	15.72
IDT DS3 Transport Termination	$	257.83
Multiplexing		
DS1 to Voice Multiplexing	$	184.00
DS3 to DS1 Multiplexing	$	441.07
DS1 Clear Channel Capability	$	24.00

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Subloops		
Dark Fiber Loop	$	67.13
Dark Fiber Subloop – Feeder	$	53.17
Dark Fiber Subloop – Distribution	$	13.96
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT –Facility	$	24.80
Dark Fiber IDT –Termination	$	6.34

UNE-P Pricing

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

EEL Pricing

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

NRCs. On an interim basis, until NRCs specific to UNE-P have been established, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. Verizon reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.

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

Operator Services and Directory Assistance Services (OS/DA). If Brooks does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate pending Brooks's completion of a separate OS/DA agreement.

NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi-Mech.	Provisioning Initial Unit	Provisioning Addt'l Unit
UNBUNDLED LOOP				
Exchange - Basic - Initial	$ 38.75	$ 27.60	$ 42.17	$ 38.81
Exchange - Basic - Subsequent	$ 17.44	$ 12.55	$ 14.49	$ 13.53
Exchange - Complex Nondigital - Initial	$ 40.56	$ 25.03	$107.58	$ 26.61
Exchange - Complex Nondigital - Subsequent	$ 18.87	$ 13.98	$ 14.49	$ 13.53
Exchange - Complex Digital - Initial	$ 40.56	$ 25.03	$ 96.76	$ 26.53
Exchange - Complex Digital - Subsequent	$ 18.87	$ 13.98	$ 14.49	$ 13.53
Advanced - Basic - Initial	$ 36.18	$ 25.03	$573.73	$202.79
Advanced - Complex - Initial	$ 40.56	$ 25.03	$569.13	$303.39
UNBUNDLED PORT				
Exchange - Basic - Initial	$ 33.04	$ 21.89	$ 31.29	$ 29.38
Exchange - Basic - Subsequent (Port Feature)	$ 19.78	$ 14.89	$ 1.14	$ 1.14
Exchange - Basic - Subsequent (CO Interconnection)	$ 19.78	$ 14.89	$ 14.49	$ 13.53
Exchange - Complex Nondigital - Initial	$ 43.54	$ 28.01	$ 75.32	$ 38.01
Exchange - Complex Nondigital - Subsequent (Port Feature)	$ 25.90	$ 21.01	$ 6.23	$ 6.23
Exchange - Complex Nondigital – Subsequent (Switch Feature Group)	$ 30.28	$ 21.01	$ 23.06	$ --
Exchange - Complex Nondigital – Subsequent (CO Interconnection)	$ 25.90	$ 21.01	$ 14.49	$ 13.53
Exchange - Complex Digital - Initial	$ 43.54	$ 28.01	$129.72	$ 32.97
Exchange - Complex Digital - Subsequent (Port Feature)	$ 25.90	$ 21.01	$ 5.45	$ 5.45
Exchange - Complex Digital – Subsequent (Switch Feature Group)	$ 30.28	$ 21.01	$ 23.06	$ --
Exchange - Complex Digital - Subsequent (CO Interconnection)	$ 25.90	$ 21.01	$ 14.49	$ 13.53
Advanced - Complex - Initial	TBD	TBD	TBD	TBD
Advanced - Complex - Subsequent	TBD	TBD	TBD	TBD
UNBUNDLED NID				
Exchange – Basic	$ 27.06	$ 18.83	$ 33.99	N/A
UNBUNDLED SUBLOOP				
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 - Subloop Feeder - Initial	$ 64.80	$ 64.57	$261.86	$220.43
Advanced - Subloop Distribution - Initial	$ 64.80	$ 64.57	$264.84	$216.19
ENHANCED EXTENDED LOOPS (EELs) 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	$42.17	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	$ 38.02	$ 21.89	$42.17	N/A
DS1/DS3 - Initial	$ 97.94	$ 65.68	$569.13	N/A
DS1/DS3 - Subsequent	$ 38.02	$ 21.89	$569.13	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 CONDITIONING[5] (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
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 Nondigital - Initial	$ 41.35	$ 27.53	$162.41	$ 31.70
Exchange - Complex Nondigital - Subsequent (Port Feature)	$ 16.44	$ 13.26	$ 5.89	$ 5.89
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	$ 20.82	$ 13.26	$ 22.73	$ 22.73
Exchange - Complex Nondigital - Changeover (As Is)	$ 22.35	$ 17.96	$ 3.61	$ 3.61
Exchange - Complex Nondigital - 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

[5] These charges are interim and subject to retroactive true-up back to the Effective Date of this adoption of the Verizon California terms.

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
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
COORDINATED CONVERSIONS				
Exchange - Standard Interval - Per Qtr. Hour	$ 30.72	$ 30.50	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	$ 26.97	$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Qtr. Hour	$ 22.92	$ 22.69	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	$ 21.12	$ 20.89	N/A	N/A
HOT-CUT COORDINATED CONVERSIONS (Only available for 2-wire analog loops)				
Exchange - Standard Interval - Per Hour	$108.80	$108.57	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	$ 26.97	$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Hour	$ 83.43	$ 83.20	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	$ 21.12	$ 20.89	N/A	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	$27.00	$27.00	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 Brooks orders any service from the Verizon California terms.

Customer Record Search applies when Brooks 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 Subloop Distribution, Standard Subloop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Subloop Distribution, Non-load Subloop 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 Subloop 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 Brooks requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

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

Hot Coordinated Conversion First Hour applies if Brooks 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 911 Tariff.

V. Collocation Rates

See Local Network Access Services Tariff, PSC MO # 8