

**APPLICABLE INTERCONNECTION AGREEMENT PROVISIONS**

**1. ACC National Telecom Corp.**

**35.0 REGULATORY APPROVAL**

This agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. If, however, a regulatory authority or court in the exercise of its lawful jurisdiction enacts a Law or makes a finding that would necessitate a change that would affect the interconnection of network facilities or ANTC's ability to use any NYNEX service or Network Element (for example, ANTC's ability to combine certain Network Elements) ANTC shall have a reasonable time to modify or redeploy its network or operations to reflect such change.

**2. Acceris Communications Solutions f/k/a WorldxChange Corp.**  
[Adoption – Intrastate - Z-Tel Communications Inc.-MA]

**FROM THE UNDERLYING AGREEMENT:**

**General Terms and Conditions § 4.7:**

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Z-Tel hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and Z-Tel shall reimburse Verizon for any payment previously made by Verizon to Z-Tel that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to Z-Tel of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

**General Terms and Conditions § 50.1:**

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may, terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to Z-Tel, unless termination of the offering or Service at issue will require Z-Tel to terminate a service to any of Z-Tel's existing customers, in which case Verizon will provide ninety (90) days prior written notice to Z-Tel. Any such termination shall be done on a non-discriminatory basis in accordance with Applicable Law.

**UNE Attachment 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 Z-Tel, 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 UNEs or Combination, Verizon may terminate its provision of such UNE or Combination to Z-Tel for new customers. Z-Tel's existing customers may continue to receive service over a UNE or Combination for a transition period of up to six months unless otherwise agreed to by the Parties. If Verizon terminates its provision of a UNE or a Combination to Z-Tel pursuant to this Section 1.5 and Z-Tel elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Z-Tel to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of Z-Tel; and, (b) Z-Tel shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.

FROM MFN:

1(B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (see, e.g., 47 CFR Section 51.809(c)).

### **3. ACN Communications Services Inc.**

[Adoption – Intrastate- Global NAPS Inc.-MA]

FROM THE UNDERLYING AGREEMENT:

General Terms and Conditions § 4.7:

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to GNAPS hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and GNAPS shall reimburse Verizon for any payment previously made by Verizon to GNAPS that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to GNAPS of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

General Terms and Conditions § 50.1:

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to GNAPS.

UNE Attachment § 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 GNAPS, and the Department, 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 GNAPS. If Verizon terminates its provision of a UNE or a Combination to GNAPS pursuant to this Section 1.5 and GNAPS elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with GNAPS to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of GNAPS; and, (b) GNAPS shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

From Opt-In Letter:

(B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (see, e.g., 47 CFR Section 51.809(c)).

**4. Adelphia Business Solutions Operations, Inc. d/b/a Telcove**

Retired

**5. BCN Telecom, Inc. f/k/a NUI Telecom, Inc.**

General Terms and Conditions § 4.7:

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to NUI hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and NUI shall reimburse Verizon for any payment previously made by Verizon to NUI that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to NUI of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

General Terms and Conditions § 50.1:

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to NUI.

UNE Attachment 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 NUI, 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 NUI. If Verizon terminates its provision of a UNE or a Combination to NUI pursuant to this Section 1.5 and NUI elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with NUI to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of NUI; and, (b) NUI shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

**6. BrahmaCom Inc.**

[Adoption - Intrastate- MCImetro Access Transmission Services LLC-MA]

FROM THE UNDERLYING AGREEMENT:

Intrastate MFN Language:

2.2 The Parties agree that if any judicial or regulatory authority of competent jurisdiction determines (or has determined) that BA is not required to furnish any service or item or provide any benefit to Telecommunications Carriers otherwise required to be furnished or provided to BrahmaCom hereunder, then BA may, at its sole option, avail itself of any such determination by providing written notice thereof to BrahmaCom.

2.3 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that BA shall only be required to provide Combinations and any services related to its provision of Combinations to the extent (a) required by Applicable Law or (b) mutually agreed to by the Parties in writing after the date hereof.

Adopted from MCImetro Access Transmission Services LLC-MA:

8.2 In the event the FCC or the Department promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially reduce or alter the services required by statute or regulations and embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days after the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 16 (Dispute Resolution Procedures) hereof.

8.3 In the event that any legally effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of MCIm or BA to perform any material terms of this Agreement, MCIm or BA may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding or has otherwise become legally effective) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required.

UNE Amendment:

Verizon is prepared to provide network elements and combinations of network elements to BrahmaCom in accordance with, but only to the extent required by, all effective, final and nonappealable laws and government regulations and orders applicable to such elements and combinations (such laws, regulations and orders, "Applicable Law");

#### FROM BRAHAMACOM INC. AMENDMENT NO. 3 -- LINE SHARING

A) By inserting Section 1.70a into Part B - Definition of Appendix 1 to the Agreement as follows:

'Line Sharing' is an arrangement by which VERIZON facilitates BrahmaCom'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, 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 BrahmaCom, solely for BrahmaCom's own use, the frequency range above the voice band on the same copper Loop required by BrahmaCom to provide such services. This Agreement addresses line sharing over loops that are entirely copper loops. The Parties do not intend anything in this Agreement to prejudice either BrahmaCom's position that line sharing may occur on loops constructed of fiber optic cable, digital loop carrier electronics, and copper distribution cable or VERIZON's position that line sharing can only occur over copper loops or copper sub-loops."

B) By inserting a new Section 4.3 to Attachment III of Appendix 1 to the Agreement as follows:

4.3 To the extent required by Applicable Law, VERIZON shall provide Line Sharing to BrahmaCom for BrahmaCom'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 the CLEC on that Loop must not significantly degrade the performance of other services provided on that Loop.

## **7. Broadview Networks Inc.**

[Adoption – Intrastate- Level 3 Communications LLC-MA]

### **FROM THE UNDERLYING AGREEMENT:**

General Terms and Conditions § 11.0                      UNBUNDLED ACCESS

To the extent required by Applicable Law, and subject to the provisions of this Section 11.0 (including, without limitation, Section 11.7 hereof), BA shall offer to Level 3 nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement; provided, however, that BA shall not have any obligation to continue to provide such access with respect to any Network Element listed in Section 11.1 (or otherwise) that ceases to be subject to an unbundling obligation under Applicable Law; provided further that, if BA intends to cease provisioning a Network Element that it is no longer required by Applicable Law to provision, the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) issues (or issued) public notice that BA is not required to provision a particular Network Element. Level 3 may request renegotiation pursuant to Section 27.3 hereof to obtain from BA access to any Network Element not listed in Section 11.1 that is subject to a legally effective FCC or Department order, and which BA makes available to requesting carriers under the Act; in such cases Level 3 shall not be required to use the Bona Fide Request Process to obtain nondiscriminatory access to such additional Network Element on an unbundled basis.

### **Section 11.8 Availability of Other Network Elements on an Unbundled Basis**

11.8.1 BA shall, upon request of Level 3 and to the extent required by Applicable Law, provide to Level 3 nondiscriminatory access to its Network Elements on an unbundled basis for the provision of Level 3's Telecommunications Service. Any request by Level 3 for access to a BA Network Element that is not specifically required to be offered under regulations or orders of the FCC or the Department shall be treated as a Network Element Bona Fide Request. Where the FCC or the Department, in a legally effective order, has required or shall require BA to offer a UNE, service, or Interconnection not covered in this Agreement, BA shall offer to Level 3 said UNE,

service, or Interconnection in the manner required by such legally effective order. The Parties agree to amend this Agreement to include any new UNE, service, or Interconnection that BA is so required to make available to Level 3 under Applicable Law. Level 3 shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by the Department or FCC. The Parties are currently negotiating terms for provisioning of line sharing, dark fiber and subloops, which terms, upon completion thereof, the Parties shall incorporate into this Agreement, by way of an amendment hereto.

#### Section 11.11 Combinations of Network Elements

Notwithstanding anything set forth in this Agreement and subject to the conditions set forth in Section 11.0 hereof, BA 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 BA is required by Applicable Law to provide a Combination to Level 3, BA shall provide such Combination in accordance with, and subject to, requirements established by BA that are consistent with Applicable Law (such requirements, the "Combo Requirements"). BA shall make the Combo Requirements publicly available in an electronic form.

#### General Terms and Conditions § 27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.3 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, in the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, notwithstanding anything else herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Level 3 hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing ninety (90) days prior written notice to Level 3, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.

From Dark Fiber Amendment § 1.5:

Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment to terminate its provision of dark fiber, if Verizon provides dark fiber to Level 3, and the Department, 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 dark fiber, Verizon may terminate its provision of such dark fiber to Level 3 in accordance with any requirements of Applicable Law. To the extent the Department, the FCC, a court or other governmental body of appropriate jurisdiction establishes a transition process for the termination of such dark fiber, Level 3 and Verizon agree to follow such transition process. If Verizon terminates its provision of dark fiber to Level 3 pursuant to this Section 1.5 and Level 3 elects to purchase other services offered by Verizon in place of such dark fiber, then: (a) Verizon shall reasonably cooperate with Level 3 to coordinate the termination of such dark fiber and the installation of such services to minimize the interruption of service to Customers of Level 3; and, (b) Level 3 shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

**8. Broadview NP Acquisition Corp. d/b/a Broadview Net Plus**  
[Adoption – Intrastate Level 3 Communications LLC-MA]

FROM THE UNDERLYING AGREEMENT:

General Terms and Conditions § 11.0 UNBUNDLED ACCESS

To the extent required by Applicable Law, and subject to the provisions of this Section 11.0 (including, without limitation, Section 11.7 hereof), BA shall offer to Level 3 nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement; provided, however, that BA shall not have any obligation to continue to provide such access with respect to any Network Element listed in Section 11.1 (or otherwise) that ceases to be subject to an unbundling obligation under Applicable Law; provided further that, if BA intends to cease provisioning a Network Element that it is no longer required by Applicable Law to provision, the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) issues (or issued) public notice that BA is not required to provision a particular Network Element. Level 3 may request renegotiation pursuant to Section 27.3 hereof to obtain from BA access to any Network Element not listed in Section 11.1 that is subject to a legally effective FCC or Department order, and which BA makes available to requesting carriers under the Act; in such cases Level 3 shall not be required to use the Bona Fide Request Process to obtain nondiscriminatory access to such additional Network Element on an unbundled basis.



## Section 11.11 Combinations of Network Elements

Notwithstanding anything set forth in this Agreement and subject to the conditions set forth in Section 11.0 hereof, BA 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 BA is required by Applicable Law to provide a Combination to Level 3, BA shall provide such Combination in accordance with, and subject to, requirements established by BA that are consistent with Applicable Law (such requirements, the “Combo Requirements”). BA shall make the Combo Requirements publicly available in an electronic form.

General Terms and Conditions § 27.0      COMPLIANCE      WITH      LAWS;  
REGULATORY APPROVAL

27.3 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, in the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, notwithstanding anything else herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Level 3 hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing ninety (90) days prior written notice to Level 3, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.

## **9. Budget Phone Inc.**

General Terms and Conditions § 4.7:

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Budget Phone hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and Budget Phone shall reimburse Verizon for any payment previously made by Verizon to Budget Phone that was not required by Applicable Law.

Verizon will provide thirty (30) days prior written notice to Budget Phone of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

**General Terms and Conditions § 50.1:**

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to Budget Phone.

**UNE Attachment 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 Budget Phone, 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 Budget Phone. If Verizon terminates its provision of a UNE or a Combination to Budget Phone pursuant to this Section 1.5 and Budget Phone elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Budget Phone to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of Budget Phone; and, (b) Budget Phone shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

**10. BullsEye Telecom Inc.**

**General Terms and Conditions § 4.7:**

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to BullsEye hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and BullsEye shall reimburse Verizon for any payment previously made by Verizon to BullsEye that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to BullsEye of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

**General Terms and Conditions § 50.1:**

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to BullsEye.

UNE Attachment 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 BullsEye, 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 BullsEye. If Verizon terminates its provision of a UNE or a Combination to BullsEye pursuant to this Section 1.5 and BullsEye elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with BullsEye to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of BullsEye; and, (b) BullsEye shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

**11. Covista, Inc.**

[Adoption - Intrastate- Z-Tel Communications Inc.-MA ]

FROM UNDERLYING AGREEMENT:

General Terms and Conditions § 4.7:

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Z-Tel hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and Z-Tel shall reimburse Verizon for any payment previously made by Verizon to Z-Tel that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to Z-Tel of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

General Terms and Conditions § 50.1:

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may, terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to Z-Tel, unless termination of the offering or Service at issue will require Z-Tel to terminate a service to any of Z-Tel's existing customers, in which case Verizon will provide ninety (90) days prior written notice to Z-Tel. Any such termination shall be done on a non-discriminatory basis in accordance with Applicable Law.

UNE Attachment 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 Z-Tel, 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 UNEs or Combination, Verizon may terminate its provision of such UNE or Combination to Z-Tel for new customers. Z-Tel's existing customers may continue to receive service over a UNE or Combination for a transition period of up to six months unless otherwise agreed to by the Parties. If Verizon terminates its provision of a UNE or a Combination to Z-Tel pursuant to this Section 1.5 and Z-Tel elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Z-Tel to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of Z-Tel; and, (b) Z-Tel shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.

FROM MFN

1(B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (see, e.g., 47 CFR Section 51.809(c))

**12. CTC Communications Corp.**

[Adoption- Intrastate- MCImetro Access Transmission Services LLC-MA]

FROM UNDERLYING AGREEMENT:

8.2 In the event the FCC or the Department promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially reduce or alter the services required by statute or regulations and embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days after the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 16 (Dispute Resolution Procedures) hereof.

8.3 In the event that any legally effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of MCI or

BA to perform any material terms of this Agreement, MCI or BA may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding or has otherwise become legally effective) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required.

FROM MFN:

2.2 The Parties agree that if any judicial or regulatory authority of competent jurisdiction determines (or has determined) that BA is not required to furnish any service or item or provide any benefit to Telecommunications Carriers otherwise required to be furnished or provided to CTC hereunder, then BA may, at its sole option, avail itself of any such determination by providing written notice thereof to CTC.

From the UNE Remand Amendment:

1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to CTC, 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 CTC. If Verizon terminates its provision of a UNE or a Combination to CTC pursuant to this Section 1.5 and CTC elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with CTC to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of CTC; and, (b) CTC shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

**13. DIECA Communications, Inc. d/b/a Covad Communications Company**  
[Adoption - Interstate P&C]

FROM UNDERLYING AGREEMENT:

General Terms and Conditions § 11.0 UNBUNDLED ACCESS

To the extent required of each Party by Section 251 of the Act, each Party shall offer to the other Party nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point. BA shall unbundle and separately price and offer Network Elements such that Covad will be able to lease and interconnect to whichever of the Network Elements Covad requires, and to allow Covad to combine the BA-provided elements with any facilities and services that Covad may itself provide, subject to Applicable Law. To the extent permitted by Applicable Law, Covad may use one or more unbundled Network Elements to provide to itself, its affiliates or its customers any feature, function or service option that (1) such unbundled Network Element is presently capable or becomes capable of providing in the BA network, (2) is described in the

applicable Bellcore and other industry standard technical references identified herein and which the BA network has the capability of providing on the Effective Date of this Agreement or becomes capable of providing during the Term of this Agreement, or (3) may otherwise be agreed to by the Parties. Any combination by Covad of unbundled Network Elements purchased from BA shall be through a Collocation arrangement pursuant to Section 13.0 or applicable Tariff.

The unbundled Network Elements and rates specified in this Agreement shall be made available by BA to Covad pursuant to and to the extent required by Applicable Law. Unless otherwise provided in this Agreement, the unbundled Network Elements specified in this Agreement shall be made available by BA to Covad for ordering and provisioning on the Effective Date. To the extent required by Applicable Law, and notwithstanding anything to the contrary in this Section, BA will offer Covad nondiscriminatory access to ADSL-2W, HDSL-2W, and HDSL-4W ULLs to the extent that BA offers such ULLs to any Telecommunications Carrier in the state of Massachusetts.

Covad and BA agree that the unbundled Network Elements identified in this Section 11 are not exclusive and that pursuant to the BFR Process Covad may identify and request that BA furnish additional or revised unbundled Network Elements to the extent required under the Act. Additionally, if BA provides any unbundled Network Element that is not identified in this Agreement to a requesting Telecommunications Carrier, including a BA affiliate, without requiring such carrier to utilize the BFR process, then BA will make available the same unbundled Network Element to Covad without Covad being required to use the BFR process.

At the time Covad provides BA with an order for a particular unbundled Network Element other than the standard interfaces provided under this Agreement, Covad may request any technically feasible network interface. Any such requested network interface shall be subject to the approval of BA, which approval shall not be unreasonably withheld or delayed. If Covad's request is denied, BA shall provide Covad with written notice of said denial, including, if applicable, a specific description of why it is technically infeasible for BA to comply with Covad's request.

For each appropriate unbundled Network Element, BA shall identify a demarcation point and, if necessary and appropriate, access to such demarcation point.

#### 11.1 Available Network Elements

At the request of Covad, BA shall provide Covad access to the following unbundled Network Elements in accordance with the requirements of the FCC Regulations and Applicable Law:

11.7.1 BA shall, upon request of Covad, and to the extent required by Applicable Law, provide to Covad nondiscriminatory access to its Network Elements on an unbundled basis for the provision of Covad's Telecommunications Service. Any request by Covad for access to a BA Network Element that is not already available shall be treated as a

Network Element Bona Fide Request. Covad shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by Applicable Laws.

#### General Terms and Conditions § 28.0

28.3 The Parties recognize that the FCC has issued and may continue to issue regulations implementing Sections 251, 252, and 271 and other Sections of the Act that affect certain terms contained in this Agreement. In the event that any one or more of the provisions contained herein is inconsistent with any applicable rule contained in such FCC Regulations or as may be enacted by the Department, or imposed by a court in the exercise of its lawful jurisdiction, or which, in BA's reasonable determination, affects BA's application pursuant to Section 271(d) of the Act, the Parties agree to negotiate in good faith the revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s). Such revisions need not be considered material, and need not require further Department approval beyond any Department approval required under Section 252(e) of the Act. If, however, any such change in Applicable Law or amendment to this Agreement would necessitate a change that would affect the interconnection of network facilities or Covad's ability to use any BA service or Network Element, Covad shall have a reasonable time to modify or re-deploy its network or operations to reflect such change.

28.4 Except as provided in 28.4.1, in the event any Applicable Law other than the FCC Regulations requires modification of any material term(s) contained in this Agreement, either Party may require a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby. If neither Party requests a renegotiation or if an Applicable Law requires modification of any non-material term(s), the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this subsection 28.4 and without limitation of any other modifications required by Applicable Laws, the Parties agree that any modification required by Applicable Laws (i) to the two-tier Reciprocal Call Termination compensation structure for the transport and termination of Reciprocal Compensation Traffic described in Exhibit A, or (ii) that affects either Party's receipt of reciprocal compensation for the transport and termination of Reciprocal Compensation Traffic, shall be deemed to be a modification of a material term that requires immediate good faith renegotiation between the Parties.

#### From Line-Splitting Amendment:

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 NUI, and the Department, 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 NUI. If Verizon terminates its provision of a UNE or a Combination to NUI pursuant to this Section 1.5 and NUI elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with NUI to coordinate the termination of such UNE or Combination and the installation of such services to minimize the

interruption of service to Customers of NUI; and, (b) NUI shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

From Opt-In Letter for Line-Splitting Amendment:

In addition, Network Elements Attachment, Section 1 (General), Section 2 (Verizon's Provision of Network Elements – Introductory paragraph and subsection 2.3), Section 15 (Maintenance of Network Elements) and Section 17 (Rates and Charges) shall apply to the adoption of Section 5 and, for the avoidance of doubt, shall not apply to other Covad agreements.

From UNE Remand Amendment:

(A) Dark Fiber. Notwithstanding Agreement, subject to the conditions set forth in anything set forth in the Interconnection Section 1(1) of this Amendment and upon request, Verizon shall provide Covad with access to Dark Fiber Loops (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(1) and the rates set forth in Exhibit A attached hereto. Access to unbundled Dark Fiber will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop and interoffice facilities (IOF) portions of the Verizon's network. Access to Dark Fiber 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 offering.

#### **14. DSCI Corporation**

[Adoption – Intrastate BullsEye Telecom Inc.-MA]

FROM UNDERLYING AGREEMENT:

General Terms and Conditions § 4.7:

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to BullsEye hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and BullsEye shall reimburse Verizon for any payment previously made by Verizon to BullsEye that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to BullsEye of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

General Terms and Conditions § 50.1:

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to BullsEye.

UNE Attachment 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 BullsEye, and the Department, 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 BullsEye. If Verizon terminates its provision of a UNE or a Combination to BullsEye pursuant to this Section 1.5 and BullsEye elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with BullsEye to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of BullsEye; and, (b) BullsEye shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

From Adoption Agreement (countersigned):

1.(B) Verizon, on February 20, 2004, filed a petition at the Massachusetts Department of Telecommunications and Energy to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order") ("TRO Arbitration"). Once the Department issues an effective order approving an amendment between Verizon and DSCI with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Department order, 2) DSCI and Verizon agree to be bound by the terms of such Approved Amendment effective on the effective date of such Department order, and 3) Verizon and DSCI shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Department order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.

## **15. DSLnet Communications LLC**

General Terms and Conditions § 4.7:

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to DSLnet hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and DSLnet shall reimburse Verizon for any payment previously made by Verizon to DSLnet that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to DSLnet of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including,

but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

**General Terms and Conditions § 50.1:**

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to DSLnet.

**UNE Attachment §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 DSLnet, and the Department, 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 DSLnet. If Verizon terminates its provision of a UNE or a Combination to DSLnet pursuant to this Section 1.5 and DSLnet elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with DSLnet to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of DSLnet; and, (b) DSLnet shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

**16. Equal Access Networks LLC**

**11.0 Unbundled Access**

Subject to the conditions set forth in Section 11.7 below, BA shall offer to EAN nondiscriminatory access to Network Elements as set forth below on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of this Agreement; but, notwithstanding any other provision of this Agreement, only to the extent provision of such Network Elements on an unbundled basis is required by Applicable Law.

27.3 In the event of a change in Applicable Law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial, regulatory or other governmental authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to

furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to EAN hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to EAN, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, facility, arrangement or benefit, in which event such specified period and/or conditions shall apply.

**17. Essex Acquisition Corp.**

[Adoption - Intrastate Pick and Choose MFN;  
SBC Telecom Inc.-MA (Line Splitting Terms)]

**FROM UNDERLYING AGREEMENT:**

General Terms and Conditions § 11.0 UNBUNDLED ACCESS

Each Party shall offer to the other Party nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement; provided, however, that neither Party shall have any obligation to continue to provide such access with respect to any Network Element listed in Section 11.1 that ceases to be subject to an unbundling obligation under Applicable Law. Nothing in this Agreement shall obligate either Party to provide a combination of Network Elements except to the extent required by Applicable Law.

General Terms and Conditions § 27.0 COMPLIANCE WITH LAWS;  
REGULATORY APPROVAL

27.3 In the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Essex hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to Essex, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.

Pick and Choose: Line Splitting

From Adoption Agreement (countersigned):

1 (B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission (“FCC”) on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 (“Triennial Review Order”), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC’s rules implementing section 252(i) of the Act (see, e.g., 47 CFR Section 51.809(c)).

From Adopted Agreement:

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 SBCT, and the Department, 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 SBCT. If Verizon terminates its provision of a UNE or a Combination to SBCT pursuant to this Section 1.5 and SBCT elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with SBCT to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of SBCT; and, (b) SBCT shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

## **18. Focal Communications Corporation of Massachusetts**

[Adoption – Intrastate SPRINT Communications Company L.P.-MA]

### **FROM UNDERLYING AGREEMENT:**

#### **General Terms and Conditions § 8.0 Government Compliance**

8.3 In the event that a change in Applicable Law materially affects any material terms of this Agreement or the rights or obligations of either SPRINT or VERIZON hereunder or the ability of SPRINT or VERIZON to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

8.4 Notwithstanding anything herein to the contrary, in the event that as a result of any unstayed decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that a Party (“Providing Party”) shall not be required to furnish any service, facility, arrangement or benefit required to be furnished or provided to the other Party (“Recipient Party”) hereunder, then the Providing Party may discontinue the provision of any such service, facility, arrangement or benefit (“Discontinued Arrangement”) to the extent permitted by any

such decision, order or determination by providing sixty (60) days prior written notice to the Recipient Party, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff [including, but not limited to, to the extent applicable, in VERIZON Tariffs DTE MA Nos. 10, 14, 15, 16 or 17, or F.C.C. No. 11] or Applicable Law) for termination of such Discontinued Arrangement, in which event such specific period and/or conditions shall apply. Immediately upon provision of such written notice to the Recipient Party, the Recipient Party shall be prohibited from ordering and the Providing Party shall have no obligation to provide new Discontinued Arrangements.

## Part II: UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS

### Section 1.7 Limitations on Unbundled Access

Notwithstanding anything else set forth in the Interconnection Agreement:

1.7.2 Without limiting VERIZON's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a Network Element or a Combination, if VERIZON provides a Network Element or combination of Network Elements ("Combination") to SPRINT, and the Department, the FCC, a court or other governmental body of appropriate jurisdiction determines that VERIZON is not required by Applicable Law to provide such Network Element or Combination, VERIZON may terminate its provision of such Network Element or Combination to SPRINT. VERIZON will give SPRINT ninety (90) days advance written notice of such termination. If VERIZON terminates its provision of a Network Element or a Combination to SPRINT pursuant to this Section 1.7.2 and SPRINT elects to purchase other services offered by VERIZON under this Agreement in place of such Network Element or Combination, then: (a) VERIZON shall reasonably cooperate with SPRINT to coordinate the termination of such Network Element or Combination and the installation of such services to minimize the interruption of service to customers of SPRINT; and, (b) SPRINT shall pay all of the charges set forth in this Agreement for such services, including, but not limited to, all applicable installation charges.

## 19. ICG Telecom Group Inc.

[Adoption - Intrastate- ICG Telecom Group Inc.-CA]

### FROM UNDERLYING AGREEMENT:

#### General Terms and Conditions § 4.7

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to ICG hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit. Verizon will provide sixty (60) days prior written notice to ICG of any such discontinuance of a Service, unless a different notice period or different conditions are

specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

#### General Terms and Conditions § 50.1

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon ninety (90) days prior written notice to ICG.

#### UNE Attachment 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.

#### **20. KMC Telecom V Inc.**

[Adoption – Intrastate Level 3 Communications LLC-MA]

#### FROM UNDERLYING AGREEMENT:

##### Section 11.0 UNBUNDLED ACCESS

To the extent required by Applicable Law, and subject to the provisions of this Section 11.0 (including, without limitation, Section 11.7 hereof), BA shall offer to Level 3 nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement; provided, however, that BA shall not have any obligation to continue to provide such access with respect to any Network Element listed in Section 11.1 (or otherwise) that ceases to be subject to an unbundling obligation under Applicable Law; provided further that, if BA intends to cease provisioning a Network Element that it is no longer required by Applicable Law to provision, the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) issues (or issued) public notice that BA is not required to provision a particular Network Element. Level 3 may request renegotiation pursuant to Section 27.3 hereof to obtain from BA access to any Network Element not listed in Section 11.1 that is subject to a legally effective FCC or Department order, and which BA makes available to requesting carriers under the Act; in such cases Level 3 shall not be required to use the Bona Fide Request Process to obtain nondiscriminatory access to such additional Network Element on an unbundled basis.

## 11.11 Combinations of Network Elements

Notwithstanding anything set forth in this Agreement and subject to the conditions set forth in Section 11.0 hereof, BA 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 BA is required by Applicable Law to provide a Combination to Level 3, BA shall provide such Combination in accordance with, and subject to, requirements established by BA that are consistent with Applicable Law (such requirements, the “Combo Requirements”). BA shall make the Combo Requirements publicly available in an electronic form.

## Section 27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.3 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, in the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, notwithstanding anything else herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Level 3 hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing ninety (90) days prior written notice to Level 3, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.

## 21. Level 3 Communications LLC

### 11.0 UNBUNDLED ACCESS

To the extent required by Applicable Law, and subject to the provisions of this Section 11.0 (including, without limitation, Section 11.7 hereof), BA shall offer to Level 3 nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement; provided, however, that BA shall not have any obligation to continue to provide such access with respect to any Network Element listed in Section 11.1 (or otherwise) that ceases to be subject to an unbundling obligation under Applicable Law;

provided further that, if BA intends to cease provisioning a Network Element that it is no longer required by Applicable Law to provision, the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) issues (or issued) public notice that BA is not required to provision a particular Network Element. Level 3 may request renegotiation pursuant to Section 27.3 hereof to obtain from BA access to any Network Element not listed in Section 11.1 that is subject to a legally effective FCC or Commission/Department order, and which BA makes available to requesting carriers under the Act; in such cases Level 3 shall not be required to use the Bona Fide Request Process to obtain nondiscriminatory access to such additional Network Element on an unbundled basis.

#### 11.11 Combinations of Network Elements

Notwithstanding anything set forth in this Agreement and subject to the conditions set forth in Section 11.0 hereof, BA 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 BA is required by Applicable Law to provide a Combination to Level 3, BA shall provide such Combination in accordance with, and subject to, requirements established by BA that are consistent with Applicable Law (such requirements, the "Combo Requirements"). BA shall make the Combo Requirements publicly available in an electronic form.

### 27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.3 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, in the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, notwithstanding anything else herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Level 3 hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing ninety (90) days prior written notice to Level 3, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.



From Dark Fiber Amendment 1.5:

Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment to terminate its provision of dark fiber, if Verizon provides dark fiber to Level 3, 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 dark fiber, Verizon may terminate its provision of such dark fiber to Level 3 in accordance with any requirements of Applicable Law. To the extent the Commission, the FCC, a court or other governmental body of appropriate jurisdiction establishes a transition process for the termination of such dark fiber, Level 3 and Verizon agree to follow such transition process. If Verizon terminates its provision of dark fiber to Level 3 pursuant to this Section 1.5 and Level 3 elects to purchase other services offered by Verizon in place of such dark fiber, then: (a) Verizon shall reasonably cooperate with Level 3 to coordinate the termination of such dark fiber and the installation of such services to minimize the interruption of service to Customers of Level 3; and, (b) Level 3 shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

## **22. Lightship Telecom LLC**

[Adoption – Interstate Level 3 Communications LLC-NY]

FROM UNDERLYING AGREEMENT:

2.2 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that BA shall only be required to provide Combinations and any services related to its provision of Combinations to the extent (a) required by Applicable Law or (b) mutually agreed to by the Parties in writing after the date hereof.

Adopted from Level 3 NY:

General Terms and Conditions § 11.0

UNBUNDLED ACCESS

To the extent required by Applicable Law, and subject to the provisions of this Section 11.0 (including, without limitation, Section 11.7 hereof), BA shall offer to Level 3 nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement; provided, however, that BA shall not have any obligation to continue to provide such access with respect to any Network Element listed in Section 11.1 (or otherwise) that ceases to be subject to an unbundling obligation under Applicable Law; provided further that, if BA intends to cease provisioning a Network Element that it is no longer required by Applicable Law to provision, the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) issues (or issued) public notice that BA is not required to provision a particular Network Element.

Level 3 may request renegotiation pursuant to Section 27.3 hereof to obtain from BA access to any Network Element not listed in Section 11.1 that is subject to a legally effective FCC or Department order, and which BA makes available to requesting carriers under the Act; in such cases Level 3 shall not be required to use the Bona Fide Request Process to obtain nondiscriminatory access to such additional Network Element on an unbundled basis.

General Terms and Conditions § 27.0            COMPLIANCE            WITH            LAWS;  
REGULATORY APPROVAL

27.3 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, in the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, notwithstanding anything else herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Level 3 hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing ninety (90) days prior written notice to Level 3, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.

From Lightship UNE Amendment:

Section 1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to Lightship, and the Department, 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 Lightship. If Verizon terminates its provision of a UNE or a Combination to Lightship pursuant to this Section 1.5 and Lightship elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Lightship to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of Lightship; and, (b) Lightship shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

## **23. LightWave Communications Inc.**

### **General Terms and Conditions § 4.7:**

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to LightWave hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and LightWave shall reimburse Verizon for any payment previously made by Verizon to LightWave that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to LightWave of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

### **General Terms and Conditions § 50.1:**

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to LightWave.

### **UNE Attachment §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 LightWave, and the Department, 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 LightWave. If Verizon terminates its provision of a UNE or a Combination to LightWave pursuant to this Section 1.5 and LightWave elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with LightWave to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of LightWave; and, (b) LightWave shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

**24. MCI WORLDCOM Communications, Inc.**  
**(as successor to Rhythms Links Inc.)**

General Terms and Conditions § 4.7:

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Rhythms hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and Rhythms shall reimburse Verizon for any payment previously made by Verizon to Rhythms that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to Rhythms of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

General Terms and Conditions § 50.1:

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to Rhythms.

UNE Attachment 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 Rhythms, 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 UNEs or Combination, Verizon may terminate its provision of such UNE or Combination to Rhythms in accordance with Section 4.7. If Verizon terminates its provision of a UNE or a Combination to Rhythms pursuant to this Section 1.5 and Rhythms elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Rhythms to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of Rhythms; and, (b) Rhythms shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.

**25. McGraw Communications Inc.**  
[Adoption - Level 3 Communications LLC-MA]

FROM UNDERLYING AGREEMENT:

**11.0 UNBUNDLED ACCESS**

To the extent required by Applicable Law, and subject to the provisions of this Section 11.0 (including, without limitation, Section 11.7 hereof), BA shall offer to Level 3 nondiscriminatory access to Network Elements on an unbundled basis at any

technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement; provided, however, that BA shall not have any obligation to continue to provide such access with respect to any Network Element listed in Section 11.1 (or otherwise) that ceases to be subject to an unbundling obligation under Applicable Law; provided further that, if BA intends to cease provisioning a Network Element that it is no longer required by Applicable Law to provision, the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) issues (or issued) public notice that BA is not required to provision a particular Network Element. Level 3 may request renegotiation pursuant to Section 27.3 hereof to obtain from BA access to any Network Element not listed in Section 11.1 that is subject to a legally effective FCC or Commission/Department order, and which BA makes available to requesting carriers under the Act; in such cases Level 3 shall not be required to use the Bona Fide Request Process to obtain nondiscriminatory access to such additional Network Element on an unbundled basis.

#### 11.11 Combinations of Network Elements

Notwithstanding anything set forth in this Agreement and subject to the conditions set forth in Section 11.0 hereof, BA 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 BA is required by Applicable Law to provide a Combination to Level 3, BA shall provide such Combination in accordance with, and subject to, requirements established by BA that are consistent with Applicable Law (such requirements, the "Combo Requirements"). BA shall make the Combo Requirements publicly available in an electronic form.

#### 27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.3 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, in the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, notwithstanding anything else herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Level 3

hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing ninety (90) days prior written notice to Level 3, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.

**26. New Horizons Communications Corp.**  
[Adoption - Z-Tel Communications Inc.-MA]

**FROM THE UNDERLYING AGREEMENT:**

**General Terms and Conditions § 4.7:**

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Z-Tel hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and Z-Tel shall reimburse Verizon for any payment previously made by Verizon to Z-Tel that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to Z-Tel of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

**General Terms and Conditions § 50.1:**

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may, terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to Z-Tel, unless termination of the offering or Service at issue will require Z-Tel to terminate a service to any of Z-Tel's existing customers, in which case Verizon will provide ninety (90) days prior written notice to Z-Tel. Any such termination shall be done on a non-discriminatory basis in accordance with Applicable Law.

**UNE Attachment 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 Z-Tel, 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 UNEs or Combination, Verizon may terminate its provision of such UNE or Combination to Z-Tel for new customers. Z-Tel's existing customers may continue to receive service over a UNE or Combination for a transition period of up to six months unless otherwise agreed to by the Parties. If Verizon terminates its provision of a UNE or a Combination to Z-Tel pursuant to this Section 1.5 and Z-Tel elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Z-Tel to

coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of Z-Tel; and, (b) Z-Tel shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.

FROM LETTER AGREEMENT BETWEEN NEW HORIZON AND VERIZON (THE ADOPTING AGREEMENT):

(B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Moreover, Verizon, on February 20, 2004, filed a petition at the Massachusetts Department of Telecommunications and Energy to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). Once the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, 2) New Horizons agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and 3) Verizon and New Horizons shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.

**27. PaeTec Communications Inc.**

[Adoption – ACC National Telecom Corp.-MA]

FROM UNDERLYING AGREEMENT:

UNE Remand Attachment – General § 1:

1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to PaeTec, and the Department, 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 PaeTec. If Verizon terminates its provision of a UNE or a Combination to PaeTec pursuant to this Section 1.5 and PaeTec elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with PaeTec to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of PaeTec; and, (b) PaeTec shall pay

all applicable charges for such services, including, but not limited to, all applicable installation charges.

ACC National Agreement. Regulatory Approval § 35:

The Parties understand and agree that this Agreement will be filed with the DPU and may thereafter be filed with the FCC. Each Party covenants and agrees to support approval of this Agreement by the Department or the FCC without modifying its terms, subject to: (1) either Party's rights under Section 39.0 of this Agreement, and (2) either Party's reservation of its rights to judicial review of the approval of the Agreement or any clause therein. In the event the Department or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Notwithstanding the above, the Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement.

This agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. If, however, a regulatory authority or court in the exercise of its lawful jurisdiction enacts a Law or makes a finding that would necessitate a change that would affect the interconnection of network facilities or ANTC's ability to use any NYNEX service or Network Element (for example, ANTC's ability to combine certain Network Elements) ANTC shall have a reasonable time to modify or redeploy its network or operations to reflect such change.

## **28. SPRINT Communications Company L.P.**

### **8.0 Government Compliance**

8.3 In the event that a change in Applicable Law materially affects any material terms of this Agreement or the rights or obligations of either SPRINT or VERIZON hereunder or the ability of SPRINT or VERIZON to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

8.4 Notwithstanding anything herein to the contrary, in the event that as a result of any unstayed decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that a Party ("Providing Party") shall not be required to furnish any service, facility, arrangement or benefit required to be furnished or provided to the other Party ("Recipient Party") hereunder, then the Providing Party may discontinue the provision of any such service, facility, arrangement or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order or determination by providing sixty (60) days prior written notice to the Recipient Party, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff [including, but



not limited to, to the extent applicable, in VERIZON Tariffs DTE MA Nos. 10, 14, 15, 16 or 17, or F.C.C. No. 11] or Applicable Law) for termination of such Discontinued Arrangement, in which event such specific period and/or conditions shall apply. Immediately upon provision of such written notice to the Recipient Party, the Recipient Party shall be prohibited from ordering and the Providing Party shall have no obligation to provide new Discontinued Arrangements.

## Part II: UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS

### 1.7 Limitations on Unbundled Access

Notwithstanding anything else set forth in the Interconnection Agreement:

1.7.2 Without limiting VERIZON's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a Network Element or a Combination, if VERIZON provides a Network Element or combination of Network Elements ("Combination") to SPRINT, and the Department, the FCC, a court or other governmental body of appropriate jurisdiction determines that VERIZON is not required by Applicable Law to provide such Network Element or Combination, VERIZON may terminate its provision of such Network Element or Combination to SPRINT. VERIZON will give SPRINT ninety (90) days advance written notice of such termination. If VERIZON terminates its provision of a Network Element or a Combination to SPRINT pursuant to this Section 1.7.2 and SPRINT elects to purchase other services offered by VERIZON under this Agreement in place of such Network Element or Combination, then: (a) VERIZON shall reasonably cooperate with SPRINT to coordinate the termination of such Network Element or Combination and the installation of such services to minimize the interruption of service to customers of SPRINT; and, (b) SPRINT shall pay all of the charges set forth in this Agreement for such services, including, but not limited to, all applicable installation charges.

## 29. Talk America Inc.

[Adoption – Z-Tel Communications Inc.-MA]

### FROM UNDERLYING AGREEMENT:

General Terms and Conditions § 4.7:

Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Z-Tel hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and Z-Tel shall reimburse Verizon for any payment previously made by Verizon to Z-Tel that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to Z-Tel of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not

limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

General Terms and Conditions § 50.1:

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may, terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to Z-Tel, unless termination of the offering or Service at issue will require Z-Tel to terminate a service to any of Z-Tel's existing customers, in which case Verizon will provide ninety (90) days prior written notice to Z-Tel. Any such termination shall be done on a non-discriminatory basis in accordance with Applicable Law.

UNE Attachment §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 Z-Tel, and the Department, 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 UNEs or Combination, Verizon may terminate its provision of such UNE or Combination to Z-Tel for new customers. Z-Tel's existing customers may continue to receive service over a UNE or Combination for a transition period of up to six months unless otherwise agreed to by the Parties. If Verizon terminates its provision of a UNE or a Combination to Z-Tel pursuant to this Section 1.5 and Z-Tel elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Z-Tel to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of Z-Tel; and, (b) Z-Tel shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.