

## AMENDMENT

to

## INTERCONNECTION AGREEMENTS

**THIS AMENDMENT** (this “Amendment”) amends each of the following Interconnection Agreements (the “Interconnection Agreements”): (a) each Interconnection Agreement listed in Appendix 2 to this Amendment; and, (b), any other Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, 47 U.S.C. §§ 251 and 252 (including, but not limited to, an interconnection agreement that is an adoption pursuant to 47 U.S.C. § 252(i)) that became effective prior to October 16, 2006, or that becomes effective on or after October 16, 2006, between a Verizon Party and an NT Party for the Verizon Party’s Incumbent Local Exchange Carrier service area. As used in this Amendment, (a) the “Verizon Parties” include each of the Verizon companies listed in Appendix 1 (each individually “Verizon” or a “Verizon Party” and collectively “Verizon” or the “Verizon Parties”), and, (b) the “NT Parties” include each of the NT companies listed in Appendix 1 and each of their wireline affiliates (each individually “NT” or an “NT Party” and collectively “NT” or the “NT Parties”). Verizon and NT are hereinafter referred to, each individually, as a “Party” and, collectively, as the “Parties.” This Amendment shall become effective for each of the Interconnection Agreements listed in Appendix 2 as of October 16, 2006 and for any other Interconnection Agreement as of the later of October 16, 2006 or the date on which such Interconnection Agreement becomes effective. The term “affiliates,” as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

### WITNESSETH:

**WHEREAS**, pursuant to 47 U.S.C. § 252(i), effective October 16, 2006, Neutral Tandem—New York, LLC adopted the August 1, 2006 “Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 By and Between Verizon New York Inc. and AT&T Communications of New York, Inc.”; and

**WHEREAS**, in such adoption letter, Verizon and NT recognized and agreed that the Unitary Rate Amendment (as defined in Section 1, below) shall apply to all of the Interconnection Agreements in accordance with the Unitary Rate Amendment’s terms; and

**WHEREAS**, the Parties desire to amend the Unitary Rate Amendment and each Interconnection Agreement as set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the Parties agree as follows:

1. Definition. As used in this Amendment, “Unitary Rate Amendment” means Amendment No. 1 to the August 1, 2006 “Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 By and Between Verizon New York Inc. and AT&T Communications of New York, Inc.,” that was adopted by Neutral Tandem—New York, LLC, effective October 16, 2006, pursuant

to 47 U.S.C. § 252(i). A copy of the Unitary Rate Amendment is set out in Appendix 3 to this Amendment.

2. Application of the Unitary Rate Amendment. The Parties hereby reaffirm that the Unitary Rate Amendment, as amended by this Amendment, shall apply to and be a part of each Interconnection Agreement in accordance with the Unitary Rate Amendment's terms. References to AT&T in the Unitary Rate Amendment shall be deemed to be references to NT.
3. Amendment of the Unitary Rate Amendment. The Unitary Rate Amendment and each Interconnection Agreement is amended as follows:
  - a. Existing Section 6, "Other Traffic," of Attachment 2, "Terms and Conditions," of the Unitary Rate Amendment is deleted from the Unitary Rate Amendment.
  - b. A new Section 6, "Other Traffic," as set out in Appendix 4 to this Amendment, is added to Attachment 2 of the Unitary Rate Amendment in lieu of existing Section 6 of Attachment 2 of the Unitary Rate Amendment.
  - c. The second sentence of Section 8(a), "Interconnection Architecture," "Traffic to Which The Interconnection Architecture Applies," of Attachment 2 of the Unitary Rate Amendment, which presently reads:

"They also apply to interconnection facilities used by the Parties to exchange translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, IntraLATA Toll traffic, tandem transit traffic, V/FX Traffic that is not ISP-Bound Traffic, and VOIP Traffic, subject, however, to the applicable terms, if any, set forth in the Interconnection Agreements or applicable tariffs (if any) relating to compensation for facilities, as modified by this Amendment."

is amended to read:

"They also apply to interconnection facilities used by the Parties to exchange translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, IntraLATA Toll traffic, Tandem Transit Traffic (as defined in Section 6.2.1.1, above), Four-Party Traffic (as defined in Section 6.2.2.1, above), V/FX Traffic that is not ISP-Bound Traffic, and VOIP Traffic, subject, however, to the applicable terms, if any, set forth in the Interconnection Agreements or applicable tariffs (if any) relating to compensation for facilities, as modified by this Amendment."

- d. The third sentence of Section 8(d)(i) of Attachment 2 of the Unitary Rate Amendment, which presently reads:

"Appendix A sets forth those LATAs where AT&T and Verizon are not interconnected as of November 1, 2004 and for which the mutual POI terms set forth below shall apply, if interconnection is implemented between the Parties in those LATAs."

is amended to read:

“For those LATAs where NT and Verizon were not interconnected as of November 1, 2004, the mutual POI terms set forth below shall apply, if interconnection is implemented between the Parties in those LATAs.”

- e. “Appendix A,” “LATAs Where Verizon and AT&T Are Not Interconnected As of August 1, 2006,” of Attachment 2 of the Unitary Rate Amendment is deleted.
  - f. Section 8(d)(vi) of Attachment 2 of the Unitary Rate Amendment is deleted.
  - g. “Appendix B,” “3D Condo and Shared Network Facility Arrangements (“SNFA”) Established Between the Parties as of August 1, 2006,” of Attachment 2 of the Unitary Rate Amendment is deleted.
- 4. Scope of this Amendment. This Amendment shall amend, modify and revise the Unitary Rate Amendment and each Interconnection Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the rates, terms and provisions of the Unitary Rate Amendment and each Interconnection Agreement shall remain in full force and effect after the effective date of this Amendment. Nothing in this Amendment shall be deemed to extend or amend the term of the Unitary Rate Amendment or any Interconnection Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Unitary Rate Amendment or any Interconnection Agreement.
  - 5. Conflicts. This Amendment shall be deemed to revise the rates, terms and provisions of the Unitary Rate Amendment and each Interconnection Agreement to the extent necessary to give effect to the rates, terms and provisions of this Amendment. In the event of a conflict between the rates, terms and provisions of this Amendment and the rates, terms and provisions of the Unitary Rate Amendment or an Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a rate, term or provision appears in this Amendment but not in the Unitary Rate Amendment or an Interconnection Agreement, or in the Unitary Rate Amendment or an Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 5.
  - 6. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
  - 7. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any rate, term or provision of this Amendment.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed.

**The Neutral Tandem Parties**

By: David Tatak

Printed: DAVID TATAK

Title: VP BILLING & REVENUE SERVICES

Date: 1/4/07

**The Verizon Parties**

By: Jeffrey A. Masoner

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services

Date: 1/11/07

# APPENDIX 1

## VERIZON PARTIES

Verizon California Inc., a California corporation with a place of business at 112 Lakeview Canyon Road, Thousand Oaks, California, 91362.

Verizon Delaware LLC, a Delaware limited liability company with a place of business at 901 Tatnall Street, Wilmington, Delaware, 19801.

Verizon Florida Inc., a Florida corporation with a place of business at 201 North Franklin Street, One Tampa City Center, Tampa, Florida, 33602.

Verizon Maryland Inc., a Maryland corporation with a place of business at One East Pratt Street, 8<sup>th</sup> Floor, Baltimore, Maryland 21202.

Verizon New England Inc., a New York corporation with a place of business at 185 Franklin Street, Boston, Massachusetts, 02110.

Verizon New Jersey Inc., a New Jersey corporation with a place of business at 540 Broad Street, Newark, New Jersey 07102.

Verizon New York Inc., a New York corporation with a place of business at 140 West Street, New York, New York, 10007.

Verizon North Inc., a Wisconsin corporation with a place of business at 8001 West Jefferson Boulevard, Fort Wayne, Indiana, 46804.

Verizon Northwest Inc., a Washington corporation with a place of business at 1800 41<sup>st</sup> Street, Everett, Washington, 98201.

Verizon Pennsylvania Inc., a Pennsylvania corporation with a place of business at 1717 Arch Street, Philadelphia, Pennsylvania, 19103.

Verizon South Inc., a Virginia corporation with a place of business at 201 North Franklin Street, One Tampa City Center, Tampa, Florida, 33602.

Verizon Virginia Inc., a Virginia corporation with a place of business at 600 East Main Street, 11<sup>th</sup> Floor, Richmond, Virginia, 23219.

Verizon Washington, DC Inc., a New York corporation with a place of business at 2055 L Street, NW, 5<sup>th</sup> Floor, Washington, DC, 20036.

Verizon West Virginia Inc, a West Virginia corporation with a place of business at 1500 MacCorkle Ave., S.E., Charleston, West Virginia, 25314.

GTE Southwest Incorporated a Delaware corporation with a place of business at 500 East Carpenter Freeway, Irving, Texas, 75062.

Contel of the South Inc., a Georgia corporation with a place of business at 600 Hidden Ridge, Irving, Texas, 75038.

## **NEUTRAL TANDEM PARTIES**

Neutral Tandem—California, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Florida, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Illinois, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Maryland, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Massachusetts, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Michigan, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—New Jersey, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—New York, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Virginia, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Washington, D.C., LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.



## **APPENDIX 2**

## Appendix 2

### Interconnection Agreements Between the Parties as of October 16, 2006

STATE	TITLE OF INTERCONNECTION AGREEMENT	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
California	Adoption by Neutral Tandem—California, LLC Pursuant to 47 U.S.C. § 252(i) of the:  Interconnection, Resale and Unbundling Agreement between GTE California Incorporated, Contel of California, Inc. and AT&T Communications of California, Inc.	Verizon California Inc.  Neutral Tandem—California, LLC	10/23/2004	No. 3
District of Columbia	Agreement by and between Neutral Tandem-Washington, D.C., LLC and Verizon Washington, DC Inc. for the District of Columbia	Verizon Washington, DC Inc.  Neutral Tandem—Washington, D.C., LLC	3/27/2006	No. 2
Florida	Adoption by Neutral Tandem—Florida, LLC Pursuant to 47 U.S.C. § 252(i) of the:  Agreement by and Between Us LEC of Florida Inc. and Verizon Florida Inc., f/k/a GTE Florida Incorporated for the State of Florida	Verizon Florida Inc.  Neutral Tandem—Florida, LLC	11/7/05	No. 1
Maryland	Agreement by and between Neutral Tandem-Maryland, LLC and Verizon Maryland Inc. for the State of Maryland	Verizon Maryland Inc.  Neutral Tandem—Maryland, LLC	3/27/2006	No. 2

Massachusetts	Adoption by Neutral Tandem—Massachusetts, LLC Pursuant to 47 § U.S.C. 252(i) of the:  Interconnection Agreement between AT&T Communications of New England, Inc., and New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts	Verizon New England Inc.  Neutral Tandem—Massachusetts, LLC	5/4/04	No. 2
New Jersey	Adoption by Neutral Tandem—New Jersey, LLC Pursuant to 47 § U.S.C. 252(i) of the:  Agreement Between Bell Atlantic -- New Jersey, Inc. and Sprint Communications Company L.P.	Verizon New Jersey Inc.  Neutral Tandem—New Jersey, LLC	5/10/04	No. 2
New York	Adoption By Neutral Tandem—New York, LLC Pursuant To 47 U.S.C. § 252(i) of the:  Interconnection Agreement Under Sections 251 And 252 of the Telecommunications Act of 1996 by and between Verizon New York Inc. and AT&T Communications of New York Inc.	Verizon New York Inc.  Neutral Tandem—New York, LLC	10/16/06	No. 1

Ohio	Adoption by Neutral Tandem—Michigan, LLC Pursuant to 47 U.S.C. § 252(i) of the:  Interconnection, Resale and Unbundling Agreement between GTE North Incorporated and AT&T Communications of Ohio, Inc.	Verizon North Inc.  Neutral Tandem—Michigan, LLC	5/3/04	No. 1
Virginia	Agreement by and between Neutral Tandem-Virginia, LLC and Verizon Virginia Inc. for the Commonwealth of Virginia	Verizon Virginia Inc.  Neutral Tandem—Virginia, LLC	3/27/2006	No. 2
Virginia	Agreement by and between Neutral Tandem-Virginia, LLC and Verizon South Inc. for the Commonwealth of Virginia	Verizon South Inc.  Neutral Tandem—Virginia, LLC	3/27/2006	No. 2
Wisconsin	Adoption by Neutral Tandem—Illinois, LLC Pursuant to 47 U.S.C. § 252(i) of the:  Interconnection, Resale and Unbundling Agreement between AT&T Communications of Wisconsin, Inc. and GTE North Incorporated	Verizon North Inc.  Neutral Tandem—Illinois, LLC	10/22/04	No. 1

## **APPENDIX 3**

# APPENDIX 4

## 6. Other Traffic

Notwithstanding any other provision in the Interconnection Agreements (including, but not limited to, in the Unitary Rate Amendment), a tariff, an SGAT, or otherwise:

- 6.1 For any traffic originating with a third party Telecommunications Carrier and delivered by NT to Verizon: (a) NT shall pay Verizon the same amount that such third party Telecommunications Carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by NT; and, (b) if NT pays Verizon for termination of such traffic in accordance with Section 6.1(a), preceding, Verizon shall not bill the third party Telecommunications Carrier for termination of that traffic. This Section 6.1 does not apply to Four-Party Traffic that is subject to Section 6.2.

### 6.2 Tandem Transit Traffic and Four-Party Traffic

#### 6.2.1 Tandem Transit Traffic

- 6.2.1.1 As used in this Section 6.2, "Tandem Transit Traffic" is Telephone Exchange Service traffic<sup>1</sup> that originates on NT's network (i.e., where an NT End User originates the call on NT's network), and is transported through Verizon's Tandem to the subtending End Office or its equivalent of a Telecommunications Carrier other than Verizon (e.g., a competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC) other than Verizon, other Local Exchange Carrier (LEC), or Commercial Mobile Radio Service (CMRS) carrier)<sup>2</sup>. Neither the originating customer nor the terminating customer is an End User of Verizon. Subtending End Offices or their equivalent shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). For the avoidance of any doubt, under no circumstances shall Verizon be obligated to transit traffic through a Verizon Tandem to an End Office or its equivalent that the LERG does not identify as subtending that particular Verizon

---

<sup>1</sup> For the purposes of this Section 6.2, "Telephone Exchange Service traffic" shall be deemed to include (but not be limited to) VOIP Traffic where the actual originating and terminating points of the complete end-to-end communication are both located within the same Verizon local calling area. (The Parties hereby acknowledge that they shall not be deemed, by virtue of this Section 6.2, to have agreed for any other purpose whether such VOIP Traffic is or is not "Telephone Exchange Service traffic.") The first sentence of this footnote shall not apply to VOIP Traffic that is subject to Section 5(a), above.

<sup>2</sup> Such a carrier is referred to in this Section 6.2 as a "Receiving Carrier."

Tandem. Switched Exchange Access service traffic is not Tandem Transit Traffic.

- 6.2.1.2 Tandem Transit Traffic Service provides NT with the transport of Tandem Transit Traffic as provided in this Section 6.2.1 and Section 6.2.3.
- 6.2.1.3 NT may use Tandem Transit Traffic Service only for traffic that originates on NT's network.
- 6.2.1.4 NT shall pay Verizon for Tandem Transit Traffic Service at the rates for Tandem Transit Traffic Service provided for in Exhibit 1, "Pricing Attachment for Tandem Transit Traffic Service and Four-Party Traffic Service," attached. The "Pricing Attachment for Tandem Transit Traffic Service and Four-Party Traffic Service" is hereby made a part of this Section 6.2.
- 6.2.1.5 The provisions of Section 6.2.3 apply to and are incorporated into this Section 6.2.1.

## 6.2.2 Four-Party Traffic

- 6.2.2.1 As used in this Section 6.2, "Four-Party Traffic" is Telephone Exchange Service traffic<sup>3</sup> that (a) originates on the network of a Telecommunications Carrier other than NT (e.g., a CLEC, ILEC other than Verizon, other LEC, or Commercial Mobile Radio Service (CMRS) carrier), (b) is transported through NT's network and delivered by NT to Verizon, and (c) then is transported through Verizon's Tandem to the subtending End Office or its equivalent of a Telecommunications Carrier other than Verizon (e.g., a CLEC, ILEC other than Verizon, other LEC, or Commercial Mobile Radio Service (CMRS) carrier)<sup>4</sup>. Neither the originating customer nor the terminating customer is an End User of Verizon or NT. Subtending End Offices or their equivalent shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). For the avoidance of any doubt, under no

---

<sup>3</sup> For the purposes of this Section 6.2, "Telephone Exchange Service traffic" shall be deemed to include (but not be limited to) VOIP Traffic where the actual originating and terminating points of the complete end-to-end communication are both located within the same Verizon local calling area. (The Parties hereby acknowledge that they shall not be deemed, by virtue of this Section 6.2, to have agreed for any other purpose whether such VOIP Traffic is or is not "Telephone Exchange Service traffic.") The first sentence of this footnote shall not apply to VOIP Traffic that is subject to Section 5(a), above.

<sup>4</sup> Such a carrier is referred to in this Section 6.2 as a "Receiving Carrier."



circumstances shall Verizon be obligated to transit traffic through a Verizon Tandem to an End Office or its equivalent that the LERG does not identify as subtending that particular Verizon Tandem. Switched Exchange Access service traffic is not Four-Party Traffic.

6.2.2.2 Four-Party Traffic Service provides NT with the transport of Four-Party Traffic as provided in this Section 6.2.2 and Section 6.2.3.

6.2.2.3 NT shall pay Verizon for Four-Party Traffic Service at the rates for Four-Party Traffic Service provided for in Exhibit 1, "Pricing Attachment for Tandem Transit Traffic Service and Four-Party Traffic Service," attached. The "Pricing Attachment for Tandem Transit Traffic Service and Four-Party Traffic Service" is hereby made a part of this Section 6.2.

6.2.2.4 The provisions of Section 6.2.3 apply to and are incorporated into this Section 6.2.2.

### 6.2.3 Additional Provisions

6.2.3.1 The provisions in this Section 6.2.3 apply to Sections 6.2.1 and 6.2.2, above.

6.2.3.2 As used in this Section 6.2.3:

6.2.3.2.1 "Traffic" means and is comprised of "Tandem Transit Traffic" (as defined in Section 6.2.1) and "Four-Party Traffic" (as defined in Section 6.2.2).

6.2.3.2.2 "Receiving Carrier" means a Telecommunications Carrier to whom Verizon has transported Traffic that was delivered by NT to Verizon, as described in Section 6.2.1 or Section 6.2.2.

6.2.3.3 Traffic shall be routed over the interconnection trunks described in the Interconnection Agreement (including, but not limited to, in the Unitary Rate Amendment) for the delivery of Local Traffic to Verizon. NT shall deliver each call to Verizon's Tandem with Common Channel Signaling (CCS) and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.

- 6.2.3.4 NT shall exercise commercially reasonable efforts (including, but not limited to, requesting assistance from a state regulatory commission, the Federal Communications Commission, or other appropriate government authorities) to promptly establish a reciprocal traffic exchange arrangement (either via written agreement or mutual tariffs) with every Receiving Carrier to which NT delivers Traffic through Verizon's Tandem. Such reciprocal traffic exchange arrangements shall provide for the Receiving Carrier to terminate or complete Traffic delivered by NT and to bill NT or another Telecommunications Carrier other than Verizon, and not to bill Verizon, for such Traffic. If Verizon believes that NT has not exercised commercially reasonable efforts to promptly establish such reciprocal traffic exchange arrangements, each Party may use the dispute resolution processes of the Interconnection Agreement.
- 6.2.3.5 Verizon shall not be liable for compensation to any Receiving Carrier or to NT or to any other person or entity for any Traffic that is transported through Verizon's Tandem, and Verizon reserves the right to assess to NT, and NT shall promptly pay to Verizon, any charges or costs any Receiving Carrier or other person or entity bills to, or imposes or levies on, Verizon for the delivery, transport or termination of such Traffic, including, but not limited to, any switched Exchange Access service charges. If Verizon is billed by any Receiving Carrier or other person or entity for any Traffic delivered by NT to Verizon, Verizon may provide notice to NT of such billing. Upon receipt of such notice, NT shall immediately cease sending to Verizon any Traffic going to such Receiving Carrier or other person or entity until Verizon provides written notice to NT that NT may resume sending to Verizon Traffic going to such Receiving Carrier or other person or entity (which Verizon will do upon receipt of a written certification signed by an authorized officer or agent of the Receiving Carrier or of the other person or entity, in form and substance acceptable to Verizon, that the Receiving Carrier or other person or entity has removed such billed charges from the bill the Receiving Carrier or other person or entity has submitted to Verizon and that the Receiving Carrier or other person or entity will not bill Verizon for any Traffic delivered by NT to Verizon).
- 6.2.3.6 If NT uses Verizon's network for Traffic volumes (total combined Tandem Transit Traffic and Four-Party Traffic

volumes) that exceed the CCS busy hour equivalent of 200,000 combined minutes of use per month (a DS1 equivalent) to the subtending End Office or its equivalent of a particular Receiving Carrier for any month (the "Threshold Level"), NT shall use good faith efforts to establish direct interconnection with such Receiving Carrier and reduce such Traffic volumes below the Threshold Level. If Verizon believes that NT has not exercised good faith efforts promptly to obtain such direct interconnection, each Party may attempt to resolve the dispute in accordance with the dispute resolution provisions of the Interconnection Agreement.

#### 6.2.4 Traffic Delivered to Third-Party Telecommunications Carriers Connected to NT

6.2.4.1 Upon written request from Verizon, NT shall offer to Verizon service arrangements equivalent to or the same as the service arrangements provided by Verizon to NT pursuant to Sections 6.2.1 through 6.2.3 such that Verizon may terminate calls to a switch or its equivalent of a Telecommunications Carrier (e.g., CLEC, ILEC other than Verizon, other LEC, or Commercial Mobile Radio Service (CMRS) carrier), that subtends or interconnects with an NT switch or its equivalent ("Reciprocal Transit/Four-Party Traffic Service"). NT shall offer such Reciprocal Transit/Four-Party Traffic Service arrangements under the rates, terms and other provisions of a written amendment to the Interconnection Agreements that expressly references this Section 6.2.4. Such rates, terms and other provisions shall be no less favorable to Verizon than the rates, terms and other provisions set out in Sections 6.2.1 through 6.2.3, above, Exhibit 1, "Pricing Attachment for Tandem Transit Traffic Service and Four-Party Traffic Service," attached, and other applicable provisions of the Interconnection Agreements (including, but not limited to, the Unitary Rate Amendment). Verizon shall have the right to determine in its sole discretion whether it will enter into such a written amendment to the Interconnection Agreements and shall have no obligation to enter into such a written amendment to the Interconnection Agreements. An NT tariff shall not be deemed to be such a written amendment to the Interconnection Agreements.

6.2.4.2 Verizon may deliver to NT, and NT may accept from Verizon, traffic that is to be transported or delivered from NT to another Telecommunications Carrier only pursuant

to the rates, terms and other provisions of a written amendment to the Interconnection Agreements that has been entered into by Verizon and NT pursuant to Section 6.2.4.1, above. If such a written amendment to the Interconnection Agreements is not in effect (e.g., because Verizon and NT have not entered into such a written amendment to the Interconnection Agreements, or because such a written amendment to the Interconnection Agreements has expired): (a) Verizon shall not deliver to NT traffic that is to be transported or delivered from NT to another Telecommunications Carrier; (b) NT shall not accept from Verizon traffic that is to be transported or delivered from NT to another Telecommunications Carrier; and, (c) NT shall not bill Verizon, and Verizon shall have no obligation to pay NT, any charges for, or in connection with, (i) any traffic delivered by Verizon to NT that is transported or delivered from NT to another Telecommunications Carrier, or (ii) any services, facilities or other arrangements used in connection with such traffic.

#### 6.2.5 General Provisions

6.2.5.1 Each Party may enter into a direct and reciprocal traffic exchange arrangement with any other Telecommunications Carrier. Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any other Telecommunications Carrier.

6.2.5.2 If NT fails to comply with this Section 6.2, such failure shall be a material breach of a material provision of the Interconnection Agreements and Verizon may exercise any and all remedies under the Interconnection Agreements and Applicable Law for such breach. Without limiting the preceding sentence, if NT fails to comply with this Section 6.2, and such failure continues for thirty (30) days after written notice thereof from Verizon, Verizon may, by written notice to NT, (a) suspend the provision of any or all services under this Section 6.2, or (b) cancel the Interconnection Agreements and terminate the provision of all services under the Interconnection Agreements.

6.3 The following traffic shall not be included in the calculation of the Aggregated Traffic Ratio in Section (3)(a) above: (a) Local Traffic or ISP-Bound Traffic that originates with a third party Telecommunications Carrier, is routed through such third party Telecommunications Carrier's

own switch, and is handed off by NT to Verizon; and, (b) Local Traffic or ISP-Bound Traffic that Verizon hands off to NT for delivery to a third party Telecommunications Carrier and is routed through such third party Telecommunications Carrier's own switch.

## EXHIBIT 1

### PRICING ATTACHMENT FOR TANDEM TRANSIT TRAFFIC SERVICE AND FOUR-PARTY TRAFFIC SERVICE

#### 1. Part of Section 6.2 of Attachment 2 of the Unitary Rate Amendment.

This "Pricing Attachment for Tandem Transit Traffic Service and Four-Party Traffic Service" ("Pricing Attachment") is hereby made a part of Section 6.2 of Attachment 2 of the Unitary Rate Amendment.

#### 2. General

2.1 As used in this Pricing Attachment:

2.1.1 "Services" means and is comprised of Tandem Transit Traffic Service and Four-Party Traffic Service.

2.1.2 "Charges" means the rates, fees, charges and prices for a Service.

2.1.3 "Commission" means, for each state and the District of Columbia, the State Commission for that state or the District of Columbia, as the term "State Commission" is defined in 47 U.S.C. § 153(41).

2.1.4 "FCC" means the Federal Communications Commission.

2.2 Charges for Services shall be as stated in this Section 2.

2.3 The Charges for a Service shall be the Charges for the Service stated in Verizon's applicable Tariff.

2.4 In the absence of Charges for a Service established pursuant to Section 2.3 of this Pricing Attachment, the Charges shall be as follows:

2.4.1 For each Interconnection Agreement, the Charges for Tandem Transit Traffic Service shall be the Charges for Tandem Transit Traffic Service provided for in such Interconnection Agreement (including, if the Interconnection Agreement is an adoption by NT pursuant to 47 U.S.C. § 252(i), the Charges for Tandem Transit Traffic Service provided for in the 47 U.S.C. § 252(i) adoption letter for the Interconnection Agreement) on the later of (a) October 16, 2006, or (b) the date on which such Interconnection Agreement became effective between the Parties.

- 2.4.2 For each Interconnection Agreement, the Charges for Four-Party Traffic Service shall be the Charges for Tandem Transit Traffic Service provided for in such Interconnection Agreement (including, if the Interconnection Agreement is an adoption by NT pursuant to 47 U.S.C. § 252(i), the Charges for Tandem Transit Traffic Service provided for in the 47 U.S.C. § 252(i) adoption letter for the Interconnection Agreement) on the later of (a) October 16, 2006, or (b) the date on which such Interconnection Agreement became effective between the Parties.
- 2.4.3 The Charges provided for in Sections 2.4.1 and 2.4.2, above, shall be automatically superseded by any applicable Verizon Tariff Charges. The Charges provided for in Sections 2.4.1 and 2.4.2, above, also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Verizon Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 2.5 In the absence of Charges for a Service established pursuant to Sections 2.3 through 2.4 of this Pricing Attachment, if Charges for a Service are otherwise expressly provided for in the Interconnection Agreement, such Charges shall apply.
- 2.6 In the absence of Charges for a Service established pursuant to Sections 2.3 through 2.5 of this Pricing Attachment, the Charges for the Service shall be Verizon's FCC or Commission approved Charges.
- 2.7 In the absence of Charges for a Service established pursuant to Sections 2.3 through 2.6 of this Pricing Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.
- 3. NT Charges
  - 3.1 NT shall not impose any charges upon Verizon pursuant to Section 6.2 or this Pricing Attachment.
- 4. Regulatory Review of Prices
  - 4.1 Notwithstanding any other provision of the Interconnection Agreements, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other

governmental body of appropriate jurisdiction with regard to the Charges for Services (including, but not limited to, a proceeding to change the Charges for the Services, whether provided for in any of Verizon's Tariffs, this Amendment, or otherwise).