

SHARED NETWORK ARRANGEMENT

A. DEFINITIONS

Host Customer

The term "Host Customer" denotes a Customer who authorizes a Service User to connect a Special Access service(s) to its multiplexed High Capacity or groomed Enterprise DS1 or DS3 Service under the terms and conditions specified in this Product Guide for a Shared Billing Arrangement.

Service User

The term "Service User" denotes a Customer who connects a Special Access service(s) to the multiplexed High Capacity, IDSR, DSR, or groomed Enterprise DS1 or DS3 Service of a Host Customer/Subscriber under the terms and conditions specified in this Product Guide for a Shared Billing Arrangement.

Shared Network Arrangement

The term "Shared Network Arrangement" denotes a service offering whereby a Service User may connect subtending services to a Host Customer's service, and the Company will undertake to maintain separate Customer records and billing. Depending on the operating territory involved, it may also be referred to as a Shared Billing Arrangement or a Partitioned Billing Arrangement.

B. SHARED NETWORK ARRANGEMENT

Region 1 and Region 11

1. A Shared Network Arrangement is a service offering that enables a Customer (the "Service User") to connect one or more subtending services to the multiplexed High Capacity service or IntelliMux® service of another Customer (the "Host Customer"), with the Company maintaining separate records and billing for each. The Company will split the billing after the multiplexer for each service connected to the High Capacity multiplexer. Each Customer will be billed for those rate elements associated with his own portion of the service configuration. For ThruPath Service connections in Region 11, the Service User (i.e., the ordering Customer) will be billed for the channel between the two multiplexers of the High Capacity Services. Under no circumstances will the rates or charges for individual rate elements be split.
2. In Region 1 this offering is limited to service configurations where a Service User obtains either subtending Voice Grade or Digital Data Service circuits from a Host Customer's multiplexed DS1 service, or DS1 circuits from a Host Customer's multiplexed DS3 service.
3. In Region 11, this arrangement is only available when:
 - (a) a 44.736 Mbps High Capacity Service is multiplexed to a 1.544 Mbps High Capacity Service; or
 - (b) a 1.544 Mbps High Capacity Service is multiplexed to a Voice Grade or DDS II* service or a combination of Voice Grade and DDS II services; or
 - (c) a Switched Access or Common Channel Signaling Access Service is provided over a High Capacity facility; or
 - (d) IDSR or DSR is provided to a CO Node for Add/Drop Multiplexing. Hubbing locations are set forth in the NECA Tariff No. 4.

* DDS II and 1.544 Mbps High Capacity Service Hubs must be located in the same building.

SHARED NETWORK ARRANGEMENT

B. SHARED NETWORK ARRANGEMENT (Cont'd) Region 1 and Region 11 (Cont'd)

4. Each Customer may order its individual portion of the multiplexed service separately from the Company. In Region 11, a ThruPath Service connection may only be ordered by the Service User. The Host Customer and the Service User must coordinate with each other the design, testing and maintenance of the service. The ordering Customer(s) must submit an ASR with the required fields populated indicating a signed letter of authorization exists for a Shared Network Arrangement. The letter of authorization must be signed by both the Host Customer and the Service User and include the applicable Connecting Facility Assignments and Billing Account Numbers of the Customers involved. The ordering Customer must obtain and provide a copy of the letter of authorization to the Company upon request.

The Company will undertake to connect the Service User's circuits to the Host Customer's service and to establish and maintain separate billing for the Service User's portion of the service. In the event that the Service User's is requesting a subtending circuit from a Host Customer's multiplexer which is, in term, part of a separate Shared Network Arrangement with a third-party Host Customer (a cascading Shared Network Arrangement), the Service User must also obtain and provide to the Company the appropriate HBAN and CFA of the third-party Host Customer, in order to identify the complete circuit for purposes of maintenance and testing continuity.

5. In Region 11, a Shared Network Arrangement also allows for the connection of one or more Service Users' DS1 or DS3 Special Access Services to a Host Customer's IDSR or DSR at wire centers with IDSR or DSR SONET multiplexing capability, with the Company maintaining separate records and billing for each. For each service connected to IDSR or DSR, the Company will split the billing at the CO Node (i.e., SONET multiplexer) with any associated central office extension and, when applicable, associated premises port being the responsibility of the Service User.
6. Under the Shared Network Arrangement, the Company may share with the Host Customer record information pertaining to the multiplexed services of the Service Users. For ThruPath Service connections, the Company may also share with the Service User record information pertaining to the multiplexed service(s) of the Host Customer(s). Such disclosure will be under the sole discretion of the Company as is necessary to perform billing reconciliations and/or other functions required in connection with maintaining account records.
7. Each Host Customer and Service User entering into a Shared Network Arrangement is solely responsible to the Company for charges associated with that Customer's portion of the shared network. Disconnection of service by the Host Customer does not relieve the Service User of the network of any obligation to pay access charges associated with the portion of the shared network to which that Service User subscribes. Billing for services and facilities will continue until a disconnect request from the Host Customer or Service User has been received by the Company. The Host Customer is solely responsible for notifying the connecting Service User(s) in the event of disconnection of the host service which affects that portion of the shared network service to which the user has subscribed.
8. Each Customer will be billed the applicable rates and charges for its individual service(s). Except for ThruPath Service connections, the rates and charges for Central Office Multiplexing will be the responsibility of the Host Customer. For ThruPath Service connections, both the Host Customer and the Service User will be responsible for the rates and charges associated with their own Central Office Multiplexing arrangement.

SHARED NETWORK ARRANGEMENT

B. SHARED NETWORK ARRANGEMENT (Cont'd)
(Region 1 and Region 11) (Cont'd)

9. Each Customer shall be responsible for reporting service outages for its portion of the multiplexed service. Out of service adjustments will be handled in accordance with Credit Allowance for Service Interruptions as set forth in Part 0, Section 2. The Maintenance of Service charge applies, as set forth in Part 0, Section 6, to the Customer whose service is reported in trouble.
10. A Customer may request a Shared Billing Arrangement for a multiplexed High Capacity with an existing Service Discount Plan. The terms and conditions pertaining to such requests are set forth in Part H for the Service Discount Plan. (D)
(D)
11. For administrative purposes, one "Arrangement" under the Shared Network Arrangement constitutes an agreement between one Host Customer and one Service User permitting the Service User to connect a specified number of subtending circuits to one specified multiplexer on the Host's service. Agreements between one Host Customer and two (or three, etc.) Service Users shall be deemed to comprise two (or three, etc. respectively) separate "Arrangements." However, an agreement to expand the scope of an existing Arrangement by subsequently increasing the number of subtending circuits on the same multiplexed shall not constitute a new or separate "Arrangement."

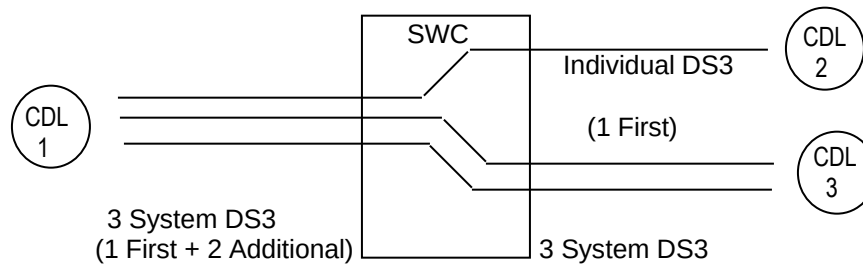
For Enterprise Service (Verizon New York Inc. only), one "Arrangement" shall be limited to one Host Customer permitting one Service User to connect a specified number of services to one specified Enterprise Service DS1 or DS3 channel on the Host Customer's service at the Enterprise Service Hub. A subsequent request to increase the number of services connected to the same Enterprise Service DS1 or DS3 channel shall not constitute a new or separate "Arrangement".
12. A Shared Network Arrangement shall be established between a Host Customer and a Service User upon the completion of the service order for the first circuit(s) in the arrangement. No Shared Network Arrangement shall be deemed to be in effect until at least one subtending circuit has been installed for the Service User. A Shared Network Arrangement shall be deemed cancelled when the last subtending circuit in the arrangement belonging to a Service User has been disconnected.
13. With the exception of DSR as set forth in Part K Section 4 and IBT as set forth in Part F, a Processing Charge will apply for each Service User DS1, DS3 or STS-1 order processed for a Shared Billing Arrangement. The High Capacity and NES Shared Billing Arrangement Processing Charges are contained in Part E and the IDSR Shared Billing Arrangement Processing charge is contained in Part F. The order processing charge applies in addition to all other applicable rates and charges for the Service User's service(s).

SHARED NETWORK ARRANGEMENT

C. SHARED BILLING ARRANGEMENT (Region 14)

1. Partitioned Billing Arrangement (**PBA**)

PBA is a service arrangement that allows System DS3 (3 System or Unlimited System) Customers to partition the multiple DS3s to a number of CDLs on the other end of the circuit (see diagram below). All rate elements associated with the PBA must be billed to the same Customer.



For 3 System DS3s and Unlimited System DS3s ordered under a PBA, each CDL must have a first system SAL. Additional SALs may then be ordered under the normal System terms and conditions.

When ordering a PBA the customer must specify on the ASR the Access Service Group (**ASG**) and the First System DS3 circuit identification at both CDLs. Each 3 System DS3 and/or Unlimited System DS3 at a CDL must be ordered as separate PBAs.

Customers with existing DS3 Systems (3 System or Unlimited System) may convert to a PBA. To convert, the Customer must issue discontinuance of service ASR(s) for the existing DS3s and establishment of new service ASR(s) for each CDL to be converted to the PBA. If no physical changes to the service(s) are required, no NRCs apply. If any physical changes are required, appropriate NRCs will apply.