

Large Filing Separator Sheet

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by Ameritech-Ohio to MCI. CCS/SS7 is comprised of certain Network Elements, including but not limited to, Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such Network Elements, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.

2 SERVICE DESCRIPTION

- 2.1 Intentionally Omitted.
- 2.2 Ameritech-Ohio shall provide nondiscriminatory access to SS7 to MCI.
- 2.2.1 When MCI purchases unbundled switching capability from Ameritech-Ohio, Ameritech-Ohio shall provide access from that switch in the same manner in which it obtains such access itself.
- 2.2.2 Ameritech-Ohio shall provide access to its signaling network for each of MCI's switches. This connection shall be made in the same manner as Ameritech-Ohio connects one of its own switches to a STP.
- 2.2.2.1 Up on request, Ameritech-Ohio shall provide an unbundled signaling link from its STP to MCI's switch.
- 2.2.2.2 MCI may bring its own signaling link from its switch to Ameritech-Ohio's STP.
- 2.3 SS7 Transport
- 2.3.1 In Ameritech-Ohio, MCI (because it is an affiliate of an IXC already connected with Ameritech-Ohio's SS7 gateway network) need interconnect only with the state gateway STPs. SS7 Transport provides for the routing and screening of SS7 messages from an Ameritech-Ohio pair of designated Gateway STPs (i.e., a mated pair) to another Ameritech-Ohio pair of STPs within the same state only. The screening of messages provides for MCI designation of signaling points associated with MCI and controls which messages may be allowed by the Ameritech-Ohio STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.
- 2.3.2 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Local Number Portability services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of Ameritech-Ohio's STP.

2.4 Dedicated Signaling Links

2.4.1 Dedicated Signaling Links provide interconnection to Ameritech-Ohio's signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between MCI's STPs or switches and the Ameritech-Ohio STP mated pair. In Ameritech-Ohio the SPOIs are always collocated in the Ameritech-Ohio STP serving offices. This means of collocation is required in Ameritech-Ohio for access to the Ameritech-Ohio STP. The links are fully dedicated to the use of MCI and provide the screening and routing usage for all parts of the SS7 protocol for the Ameritech-Ohio STP to which the link is connected.

2.5 Dedicated Signaling Links include the following elements:

2.5.1 SS7 Link Cross Connect

2.5.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the Ameritech-Ohio STP building and connects the STP Port Termination to MCI's SPOI.

2.5.2 STP Port Termination

2.5.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an Ameritech-Ohio STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at an Ameritech-Ohio STP.

2.5.3 STP Access Link

2.5.3.1 The STP Access Link provides a 56-kilobit per second digital facility when MCI requires an interoffice facility to connect from MCI's SPOI to the STP building location.

2.6 MCI shall provide the portion of the signaling link from MCI premises within the LATA to the Ameritech-Ohio STP location or MCI's SPOI. MCI shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.7 MCI shall identify to Ameritech-Ohio the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location Ameritech-Ohio shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

2.8 When MCI uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, MCI acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

2.9 Dedicated Signaling Links are subject to Ameritech-Ohio compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE. Each individual set of links from MCI's switch to Ameritech-Ohio STP will require a pre ordering meeting to exchange information and schedule testing for certification by Ameritech-Ohio.

2.10 Dedicated Signaling Links Technical Requirements

2.10.1 Unbundled Dedicated Signaling Links will perform in the following two ways:

- 2.10.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and
- 2.10.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.

2.10.2 When MCIIm provides its own switch or STP, MCIIm will provide DS1 (1.544 Mbps) interfaces at MCIIm-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

2.10.3 In each LATA in which MCIIm desires Dedicated Signaling Links for interconnection to the Ameritech-Ohio SS7 Signaling Network, Dedicated Signaling Links shall be established to each STP of a mated pair of STPs.

2.10.4 MCIIm assumes the responsibility to ensure diverse routing of MCIIm signaling links from MCIIm's switch to MCIIm's SPOI. Ameritech-Ohio will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities.

2.10.5 When MCIIm requests that Ameritech-Ohio add a Signaling Point Code (SPC), MCIIm will identify to Ameritech-Ohio the SPCs associated with MCIIm set of links and will pay a non-recurring charge per STP pair at the rates set forth in Appendix Pricing.

2.10.6 MCIIm will notify Ameritech-Ohio in writing thirty (30) days in advance of any material change in MCIIm's use of such SS7 signaling network, including but not limited to any change in MCIIm SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.11 Signaling Transfer Points (STPs)

2.11.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

2.11.2 Ameritech-Ohio will route MCIIm traffic as defined by the MCIIm.

2.11.3 SS7 Transport will apply to SS7 messages transported on behalf of MCIIm from an Ameritech-Ohio designated STP pair to a Ameritech-Ohio STP pair. In Ameritech-Ohio the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages.

2.11.4 In such instance as MCIIm utilizes Ameritech-Ohio's Unbundled Local Switching Network Element, MCIIm does not separately order SS7 signaling under this method. MCIIm will be charged for the use of the Ameritech-Ohio SS7 signaling on a per call basis.

2.12 STP Technical Requirements

- 2.12.1 Ameritech-Ohio shall provide nondiscriminatory access to all associated signaling and signaling connectivity at the STP necessary for call routing and completion. STPs will provide signaling connectivity to the following Network Elements connected to the Ameritech-Ohio SS7 network including but not limited to: Ameritech-Ohio Local Switching or Tandem Switching; Ameritech-Ohio Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-Party-provided STPs.
- 2.12.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by MCIIm at the Ameritech-Ohio STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. MCIIm may specify screening parameters so as to allow transient messages to cross the Ameritech-Ohio SS7 Network. The Parties will identify to each other the GTT type information for message routing. MCIIm will pay a non-recurring charge when MCIIm requests Ameritech-Ohio add GTT type information for message routing, in connection with its use of unbundled signaling.

2.13 Interface Requirements

- 2.13.1 Ameritech-Ohio will provide STP interfaces to terminate A-links, B-links, and D-links.
- 2.13.2 MCIIm will designate the SPOI for each link. MCIIm will provide rate (speed) transport interface at each SPOI per Industry Standards.
- 2.13.3 Ameritech-Ohio will provide intraoffice diversity to the same extent it provides itself such diversity.

3 MANNER OF PROVISIONING

3.1 SS7 Transport

- 3.1.1 Ameritech-Ohio shall provide information to MCIIm on the routes and signaling point codes served by the Ameritech-Ohio STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.
- 3.1.2 SS7 Transport shall route TCAP queries pursuant to the SS7 Protocol to the Ameritech-Ohio "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from an Ameritech-Ohio "regional" STP pair to another Ameritech-Ohio STP pair.
- 3.1.3 When Ameritech-Ohio does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other Ameritech-Ohio pairs of STPs, until ordered. When Ameritech-Ohio or MCIIm, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the Ameritech-Ohio signaling network pursuant to the standard requirements of the SS7 protocol.

- 3.2 Disputes concerning the association of a signaling point among specific link sets associated with a Ameritech-Ohio mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.
- 3.3 Dedicated Signaling Links
- 3.3.1 MCI shall designate the signaling points and signaling point codes associated with MCI. MCI shall provide such information to Ameritech-Ohio to allow Ameritech-Ohio to translate Ameritech-Ohio STPs. The information shall define the screening and routing information for the signaling point codes of MCI and may include global title address, translation type and subsystem designations as needed.
- 3.3.2 Signaling links from Ameritech-Ohio mated pairs of STPs shall connect to MCI's premises (including collocation locations) within the same LATA. A set of links can be either:
- 3.3.2.1 "A" Link Sets from MCI's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
- 3.3.2.2 "B" Link Sets from MCI's STPs that are connected to Ameritech-Ohio's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)
- 3.3.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.
- 3.3.4 A pre-order meeting will define the Ameritech-Ohio facility availability and the degree of diversity in both the Ameritech-Ohio physical network and MCI's physical network from signaling point to signaling point for the link.
- 3.3.5 When MCI requires a STP Access Link, MCI and Ameritech-Ohio shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.
- 3.3.6 All applicable signaling point codes for each signaling link must be installed at each of Ameritech-Ohio's interconnecting STPs.
- 3.3.7 Call set-up times may be adversely affected when (1) MCI, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network, (2) multiple STP pairs are involved or (3) when the signaling traffic is exchanged between two non-Ameritech-Ohio signaling points.
- 3.3.8 Provisioning of the SS7 Service is in accordance Ameritech-Ohio AM-TR-OAT-000069 and GR-905-CORE, as amended.

3.4 Use of the STP

- 3.4.1 When MCIm orders Ameritech-Ohio unbundled Local Switching, the use of the STP shall apply. No order or provisioning by MCIm is needed. The Ameritech-Ohio Local Switch will use the Ameritech-Ohio SS7 signaling network.

4 RESPONSIBILITIES OF AMERITECH-OHIO

- 4.1 Ameritech-Ohio shall manage its portion of the network and, apply protective controls in accordance with industry standards. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of Ameritech-Ohio or MCIm facilities, natural disasters, mass calling or national security demands.
- 4.2 Ameritech-Ohio shall determine the GTT route for messages routed to GTT, which are associated with Ameritech-Ohio signaling points.
- 4.3 Ameritech-Ohio shall define regional functions and local functions of its STPs. Ameritech-Ohio will route ISUP messages within the Ameritech-Ohio signaling network, subject to technical feasibility.
- 4.4 Ameritech-Ohio shall route messages generated by the action of MCIm throughout the Ameritech-Ohio signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. Ameritech-Ohio will not use any information within messages for any purpose not required by or related to the use of the Ameritech-Ohio signaling network. Ameritech-Ohio will not divulge any SS7 message or any part of SS7 messages generated by MCIm to any other party, except as required to manage the Ameritech-Ohio signaling network pursuant to industry standards or as may be required by law.

5 RESPONSIBILITIES OF MCIm

- 5.1 MCIm shall provision the signaling links at MCIm's premises and from MCIm's premises to Ameritech-Ohio's STP location in a diverse, reliable and technically feasible manner. MCIm shall identify to Ameritech-Ohio the SPC(s) associated with the MCIm set of links.
- 5.2 MCIm shall identify to Ameritech-Ohio the GTT information for messages that route to MCIm.
- 5.3 When routing messages addressed to an Ameritech-Ohio Subsystem Number (SSN), MCIm shall use the Ameritech-Ohio defined SSN designation of the Ameritech-Ohio mated STP pair to which the message is routed.
- 5.4 MCIm shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the Ameritech-Ohio signaling network.
- 5.5 MCIm shall furnish to Ameritech-Ohio, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year non-binding forecast of usage of the SS7 Signaling network. The non-binding forecast shall include total annual volume and busy hour busy month volume. Ameritech-Ohio shall utilize the non-binding forecast solely in its own efforts to project further facility requirements. MCIm shall not be required to provide Ameritech-Ohio with any forecasts required by this Section 5.5 if MCIm does not order SS7 Service from Ameritech-Ohio pursuant to this Appendix SS7.

- 5.6 For any forecast provided pursuant to Section 5.5 of this Appendix SS7, MCIIm shall inform Ameritech-Ohio in writing thirty (30) days in advance of any change in MCIIm's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by MCIIm to be forwarded to Ameritech-Ohio's network. MCIIm shall provide in said notice the reason, by individual SS7 service, for the volume change.

6 DESCRIPTION OF RATE ELEMENTS AMERITECH-OHIO

- 6.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an Ameritech-Ohio end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.
- 6.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.
- 6.3 Signal Formulation
- 6.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the Ameritech-Ohio tandem for MCIIm to Ameritech-Ohio terminated calls.
- 6.4 Signal Transport
- 6.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the Ameritech-Ohio end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the Ameritech-Ohio end office (excluding LIDB and 800 Access Service).
- 6.5 Signal Switching
- 6.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).
- 6.6 Signal Tandem Switching

- 6.6.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an Ameritech-Ohio STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

RIGHTS OF WAY

TABLE OF CONTENTS

1	INTRODUCTION	3
2	DEFINITIONS.....	3
3	STRUCTURE AVAILABILITY	5
4	APPLICATION PROCESS	7
5	MAKE-READY WORK.....	9
6	INSTALLATION AND MAINTENANCE RESPONSIBILITIES	10
7	UNUSED SPACE	10
8	MAINTENANCE DUCTS	11
9	OTHER ARRANGEMENTS	11
10	TERM AND TERMINATION OF PERMIT	11
11	NONCOMPLIANCE.....	12
12	INSPECTIONS	14
13	DAMAGE TO ATTACHMENTS	14
14	CHARGES	14
15	NONDISCRIMINATION	15
16	JOINING OF FACILITIES	15
17	COST IMPUTATION	15
18	ABANDONMENT, SALES, OR DISPOSITIONS	15

1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by Ameritech-Ohio to MCI.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 The prices at which Ameritech-Ohio agrees to provide MCI with ROW are contained in the applicable Appendix Pricing.

2 DEFINITIONS

- 2.1 Intentionally Omitted.
- 2.2 Anchor. The term "anchor" refers to a device, structure, or assembly, which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" includes only those anchors, which are owned by Ameritech-Ohio, as distinguished from anchors, which are owned and controlled by other persons or entities, and does not include the guy strand, which connects the anchor to the pole.
- 2.3 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."
- 2.4 Approved Vendor. A vendor who is qualified by Ameritech-Ohio for installation, maintenance, and/or repair. Ameritech-Ohio shall not unreasonably withhold approval of vendors.
- 2.5 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by an entity with authority to attach. To ensure the judicious use of poles and conduits, space "assigned" must be physically occupied by said entity within 9 months of the space being "assigned".
- 2.6 Available. The term "available", when used with respect to conduit or duct space or pole telecommunication space, refers to any usable space in such conduit or duct, or any usable telecommunication space on such pole not assigned to a specific provider at the applicable time.
- 2.7 Conduit Occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within Ameritech-Ohio's conduit system.

- 2.8 Conduit System. The term "conduit system" refers to any combination of ducts, conduits, manholes or hand holes joined to form an integrated hole. As used in this Agreement, the term "conduit system" does not include (a) cable and other telecommunications equipment located in conduit structure or (b) central office vaults, controlled environmental vault, or other Ameritech-Ohio structures (such as huts and cabinets) which branch off from or are connected to Ameritech-Ohio conduit. In this Appendix, the term refers to conduit systems owned or controlled by Ameritech-Ohio.
- 2.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner-ducts" created by subdividing a duct into smaller channels.
- 2.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.
- 2.11 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.
- 2.12 Insufficient Capacity. The lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so.
- 2.13 Licensee. The term "licensee" refers to MCI which has entered or may enter into an agreement or arrangement with Ameritech-Ohio permitting MCI to place its facilities in Ameritech-Ohio's conduit system or attach its facilities to Ameritech-Ohio's poles or anchors. Licensee and MCI may be used interchangeably throughout this Appendix.
- 2.14 Intentionally Omitted.
- 2.15 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment permits issued by Ameritech-Ohio prior to the date of this Agreement.
- 2.16 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare Ameritech-Ohio's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of MCI's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate MCI's facilities and not to meet Ameritech-Ohio's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of Ameritech-Ohio's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of MCI's facilities.
- 2.17 Manhole/Handhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a covered hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a similar enclosure which is too small for personnel to enter.

- 2.18 Modification. Shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a "modification," while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a "modification."
- 2.19 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.
- 2.20 Permit. Shall mean written permission granted by Ameritech-Ohio to MCI to construct and operate its attachment at the locations of Ameritech-Ohio Structure(s).
- 2.21 Intentionally Omitted.
- 2.22 Intentionally Omitted.
- 2.23 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by Ameritech-Ohio, and does not include utility poles or anchors with respect to which (Ameritech-Ohio has no legal authority to permit attachments by other persons or entities and does not include cables and other telecommunication equipment attached to pole structures.
- 2.24 Pre-permit (Field) Survey. The term "pre-permit survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate MCI's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate MCI's facilities.
- 2.25 Rights-of-way includes easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property suitable for distribution facilities but does not include property owned or leased by Ameritech-Ohio which is not used or suitable for distribution facilities such as business offices or corporate offices.
- 2.26 Intentionally Omitted.
- 2.27 Intentionally Omitted.
- 2.28 Intentionally Omitted.
- 2.29 Intentionally Omitted.

3 STRUCTURE AVAILABILITY

- 3.1 Ameritech-Ohio shall make available, pursuant to the Act and FCC rules and regulations, access to poles, ducts, conduits and Rights-of-way along Ameritech-Ohio's distribution network that are owned or controlled by Ameritech-Ohio (individually and collectively, "Structure") for the placement of MCI's wires, cables and related facilities (individually and collectively, "attachments").
- 3.2 Nothing contained in this Appendix shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which MCI

may have under the provisions of any applicable federal or state laws or regulations governing access to Ameritech-Ohio's poles, conduits and ducts.

3.3 Ameritech-Ohio will not make Structure available:

- 3.3.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested attachment, or;
- 3.3.2 An attachment cannot be accommodated based upon nondiscriminatory applied safety, reliability or engineering principles.
- 3.3.3 Before denying a request for access based upon Insufficient Capacity, Ameritech-Ohio will, in good faith explore potential accommodations with MCI. If Ameritech-Ohio denies a request by MCI for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech-Ohio will provide MCI a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.

3.4 Franchises, Permits and Licenses

- 3.4.1 MCI shall be responsible to secure any necessary franchises, permits, licenses and/or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its attachments at the location of the Ameritech-Ohio Structure it uses.
- 3.4.2 Permits granted by Ameritech-Ohio under this attachment authorize MCI to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by Ameritech-Ohio but do not affect the rights of landowners to control terms and conditions of access to their property.
- 3.4.3 Ameritech-Ohio shall issue to MCI one or more licenses authorizing MCI to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by Ameritech-Ohio located within this State on a first come, first served basis. If Ameritech-Ohio determines that the pole, conduit or duct space specifically requested by MCI is necessary to meet Ameritech-Ohio's present needs or is licensed by Ameritech-Ohio to another licensee, Ameritech-Ohio shall have the right to designate the particular duct(s) to be occupied, the location and manner in which MCI's facilities will enter and exit Ameritech-Ohio's conduit system and the specific location and manner of installation for any associated equipment which is permitted by Ameritech-Ohio to occupy the conduit system or right-of-way, provided that Ameritech-Ohio shall provide written notice to MCI within forty-five (45) days following MCI's request specifying in detail the reasons for denying MCI's request. If MCI disagrees with Ameritech-Ohio's determination, the matter shall be resolved in accordance with the Alternative Dispute Resolution Process.
- 3.4.4 Licenses Required
 - 3.4.4.1 Before placing any facilities in Ameritech-Ohio's conduits or ducts or attaching any facilities to Ameritech-Ohio's poles, anchors or anchor/guy strands, MCI must first apply for

and receive a written license from Ameritech-Ohio. Ameritech-Ohio shall not unreasonably deny or delay issuance of any license, and in any event, Ameritech-Ohio shall issue such license within fifteen (15) Business Days from the submission of the license application if make-ready work is not required. If make-ready work is required, Ameritech shall issue such license at the same time the make-ready work is completed pursuant to Section 5.1.1.

- 3.5 If MCI_m request access to an Ameritech-Ohio Right-of-Way where Ameritech-Ohio has no existing Structure, Ameritech-Ohio shall not be required to construct new poles, conduits or ducts, or to bury cable for MCI_m but will be required to make the Right-of-way available to MCI_m to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if Ameritech-Ohio desires to extend its own attachments, Ameritech-Ohio will construct Structure to accommodate MCI_m's attachments.

4 APPLICATION PROCESS

4.1 Provision of Records

- 4.1.1 In order to obtain information regarding facilities, MCI_m shall make a written request to Ameritech-Ohio, identifying with reasonable specificity the geographic area for which facilities are required. In response to such request, Ameritech-Ohio shall provide MCI_m with information regarding the types, quantity and location (which may be provided by provision of route maps) of Ameritech-Ohio poles, conduit and right-of-way located within the geographic area specified by MCI_m within twenty (20) Business Days. Provision of information herein shall include the right of MCI_m employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in MCI_m's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the Parties.
- 4.1.2 For any information that is readily available, Ameritech-Ohio shall use its best efforts to produce said information within five (5) days of the written requests. MCI_m may elect to be present at any field based survey of facilities identified pursuant to this paragraph and Ameritech-Ohio shall provide MCI_m at least forty-eight (48) hours' notice prior to initiating such field survey. MCI_m employees or agents shall be permitted to enter Ameritech-Ohio manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to Ameritech-Ohio, with an Ameritech-Ohio representative present and at MCI_m's expense.
- 4.1.3 Ameritech-Ohio will provide MCI_m, at MCI_m's request and expense, with access to maps, records and additional information relating to its Structure; provided that Ameritech-Ohio may redact any Proprietary Information (of Ameritech-Ohio or Third Parties) contained or reflected in any such maps, records or additional information before providing access to such information to MCI_m. Ameritech-Ohio does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by MCI_m and such materials may not be resold, licensed or distributed to any other person.

4.2 Application Form and Fees

- 4.2.1 Any request by MCIm for access to Ameritech-Ohio's Structure shall be in writing and submitted to Ameritech-Ohio's Structure Access Center. Each MCIm's attachment to Ameritech-Ohio's Structure shall be pursuant to a permit issued by Ameritech-Ohio for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to Ameritech-Ohio's Structure, administration of the process of delivery of access to Ameritech-Ohio's Structure and for all other matters relating to access to Ameritech-Ohio's Structure. MCIm may obtain copies of forms and contact information for the Ameritech-Ohio region via the following website: <http://asac.ameritech.com>. Ameritech-Ohio will notify MCIm of any changes to this website address.

4.3 Prepermit (Field) Survey

- 4.3.1 After MCIm has submitted its written application for a license, a prepermit survey (including a field inspection) will be performed by either Party, if allowed by applicable union contract, in the company of a representative of the other Party, as mutually agreed, to determine whether Ameritech-Ohio's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate MCIm's facilities, without substantially interfering with the ability of Ameritech-Ohio or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of Ameritech-Ohio's conduit system or facilities attached to Ameritech-Ohio's pole or placed within or connected to Ameritech-Ohio's conduit system. If MCIm gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at MCIm's expense.
- 4.3.2 Based on information provided by Ameritech-Ohio, MCIm shall determine whether Ameritech-Ohio's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet MCIm's needs.
- 4.3.3 Ameritech-Ohio may not unreasonably refuse to continue to process an application based on Ameritech-Ohio's determination that MCIm's proposed use of Ameritech-Ohio's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. MCIm acknowledges that Ameritech-Ohio is not explicitly or implicitly warranting to MCIm that MCIm's proposed use of Ameritech-Ohio's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

4.4 Notice of Environmental, Health, and Safety Inspections

- 4.4.1 Ameritech-Ohio shall provide MCIm with reasonable notice of environmental, health and safety inspections that is equivalent to the information that Ameritech-Ohio provides to its employees who access rights-of-way, conduits, and pole attachments.

4.5 Issuance of Licenses When No Make-Ready Work is Required

- 4.5.1 If Ameritech-Ohio determines that no make-ready work is required, Ameritech-Ohio shall approve applications for pole attachment and

conduit occupancy licenses and issue such licenses within fifteen (15) Business Days of receipt of MCI's application.

5 MAKE-READY WORK

5.1 Upon request, Ameritech-Ohio shall permit MCI to conduct Make Ready Work itself or through Ameritech-Ohio Approved Vendor if allowed by applicable union contracts.

5.1.1 If Ameritech-Ohio determines that make ready work is required, the Parties shall negotiate a mutually acceptable completion date, based on securing construction permits, material availability and scope and complexity of the job, within ten (10) business days of completion of filed survey. If MCI is not satisfied with Ameritech-Ohio's due date for completion of make ready work, MCI may perform the make ready work itself or elect to have the work completed by an Ameritech-Ohio approved contractor.

5.2 Before commencing Make-Ready Work necessary to provide such additional capacity, Ameritech-Ohio will notify all other Parties having attachments on or in the Structure of the proposed Modification to the Structure. If possible, Ameritech-Ohio shall allow other attaching Parties, including Ameritech-Ohio to modify their attachment.

5.3 The costs of modifying a Structure to accommodate MCI's request, an existing or prospective attaching Party's request, or the needs of Ameritech-Ohio, shall be borne by the Party requesting such modification. With respect to the allocation of modification costs, to the extent the cost of a modification is incurred for the specific benefit of any particular Party, the benefiting Party will be obligated to assume the cost of the modification, or to bear its proportionate share of cost with all other attaching entities participating in the modification. If a user's modification affects the attachments of others who do not initiate or request the modification, such as the movement of other attachments as part of a primary modification, the modification cost will be covered by the initiating or requesting Party. Where multiple Parties join in the modification, each Party's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by that Party to the total amount of new space occupied by all of the Parties joining in the modification. An attaching Party, including Ameritech-Ohio, with a pre-existing attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is necessitated solely as a result of an additional attachment or the modification of an existing attachment sought by another attaching Party, including MCI. To protect the initiators of modifications from absorbing costs that should be shared by others, the modifying Party or Parties will be allowed to recover a proportionate share of the modification costs from Parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attacher should be reduced to take account of depreciation to the pole or other facility that has occurred since the modification.

5.4 All Modifications to Ameritech-Ohio's Structure will be owned by Ameritech-Ohio. MCI and other Parties, including Ameritech-Ohio, who contributed to the cost of a Modification, may recover their proportionate share of the depreciated value of such modifications from Parties subsequently seeking attachment to the modified structure.

6 INSTALLATION AND MAINTENANCE RESPONSIBILITIES

6.1 Except where otherwise mutually agreed, MCI shall, at its own expense, install and maintain its attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by Ameritech-Ohio or by other attaching Parties. Ameritech-Ohio will specify the location on the Structure where MCI's attachment shall be placed, which location shall be designated in a nondiscriminatory manner. MCI shall construct each attachment in conformance with the permit issued by Ameritech-Ohio for such attachment. Other than routine maintenance and service wire attachments, MCI shall not modify, supplement or rearrange any attachment without first obtaining a permit therefore. MCI shall provide Ameritech-Ohio with notice before entering any Structure for construction or maintenance purposes.

6.2 Installation and Maintenance Standards

6.2.1 MCI's attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book", the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

6.3 Maintenance of MCI's Facilities

6.3.1 Each license granted under this attachment authorizes MCI to engage in maintenance of MCI's facilities located on or in Ameritech-Ohio's poles, conduits, ducts and rights-of-way pursuant to such license. MCI shall give reasonable notice to the affected public authority or private landowner, as appropriate, before commencing the construction or installation of its attachments or making any material alterations thereto. MCI shall give reasonable notice to Ameritech-Ohio before performing any work.

6.4 Emergency Repairs and Pole Replacements

6.4.1 Within sixty (60) days after the Effective Date of this Agreement, Ameritech-Ohio and MCI shall mutually agree on a non-discriminatory priority method to access Ameritech-Ohio poles, conduit and Rights-of-Way in emergency situations.

6.4.2 MCI shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs.

7 UNUSED SPACE

7.1 Except for maintenance ducts and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned and controlled by Ameritech-Ohio shall be available for the attachments of MCI, Ameritech-Ohio or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach.

Ameritech-Ohio shall not reserve space on Ameritech-Ohio Structure for the future need of Ameritech-Ohio nor permit any other person to reserve such space. Notwithstanding the foregoing, MCIm may provide Ameritech-Ohio with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

8 MAINTENANCE DUCTS

- 8.1 If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, Ameritech-Ohio shall provide maintenance ducts at no cost to MCIm. Maintenance ducts shall be made available to MCIm for maintenance purposes if it has a corresponding attachment. MCIm utilizing a maintenance spare must vacate it within sixty (60) days or provide an equivalent spare.

9 OTHER ARRANGEMENTS

9.1 Cost of Certain Modifications

- 9.1.1 If Ameritech-Ohio is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. MCIm acknowledges that, from time to time, it may be necessary or desirable for Ameritech-Ohio to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by Ameritech-Ohio's business needs or by an authorized application or license of another entity seeking access to Ameritech-Ohio's poles, conduit systems, ducts and/or Rights-of-Way. If a move of MCIm's attachment is required by Ameritech-Ohio or another attaching Party, MCIm shall move its attachment, at the expense of the Party requesting such move, within thirty-six (36) days after notification of the required move. If MCIm fails to move its attachment with the foregoing period, MCIm authorizes Ameritech-Ohio to move such attachment at MCIm's expense.

10 TERM AND TERMINATION OF PERMIT

- 10.1 MCIm's occupancy of Structure shall be pursuant to a permit issued by Ameritech-Ohio for each requested Attachment. Each permit issued hereunder shall be for an indefinite term. Any such permit shall terminate:
- 10.1.1 Upon thirty (30) days written notice of termination by MCIm.
- 10.1.2 If MCIm's franchise, permit, license and/or consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,
- 10.1.3 If MCIm has not placed and put into service its attachments within 9 months from the date Ameritech-Ohio has notified MCIm that such Structure is available for MCIm's attachments, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.

- 10.1.4 If MCIm ceases to use such attachments for any period of 9 months, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.
- 10.2 If Ameritech-Ohio ceases to have the right or authority to maintain its Structure, or any part thereof, to which MCIm has attachments, Ameritech-Ohio shall:
 - 10.2.1 Provide MCIm notice within ten (10) Business Days after Ameritech-Ohio has knowledge of such fact and shall not require MCIm to remove its attachments from such Structure prior to Ameritech-Ohio's removal of its own attachments.
- 10.3 Ameritech-Ohio will provide MCIm with at least sixty (60) days written notice prior to:
 - 10.3.1 Terminating a permit for an attachment or terminating service to MCIm's attachment,
 - 10.3.2 Any increase in the rates for attachments to Ameritech-Ohio's Structure permitted by the terms of this Appendix, or
 - 10.3.3 Any Modification to Ameritech-Ohio's Structure to which MCIm has an attachment, other than a modification associated with routine maintenance or as a result of an emergency.
- 10.4 If MCIm surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove its attachments from the Structure within 9 months after the event requiring MCIm to so surrender such permit, Ameritech-Ohio shall remove MCIm's attachments at MCIm's expense and without any liability on the part of the Ameritech-Ohio for damage or injury to MCIm's attachments unless caused by the negligence or intentional misconduct of Ameritech-Ohio.
- 10.5 If Ameritech-Ohio discovers that MCIm has placed an attachment on Ameritech-Ohio's Structure without a valid permit, Ameritech-Ohio shall notify MCIm of the existence of such unauthorized attachment and MCIm shall pay to Ameritech-Ohio within ten (10) Business Days after receipt of such notice an unauthorized attachment fee equal to five (5) times the annual attachment fee for an authorized attachment.
- 10.6 Within the foregoing period, MCIm shall also apply for an Occupancy Permit for the unauthorized Attachment.
- 10.7 In addition, MCIm shall go through the process of any Make Ready Work that may be required for the unauthorized attachment.
- 10.8 If MCIm fails to pay the unauthorized attachment fee or apply for the required Occupancy Permit within the foregoing period, Ameritech-Ohio shall have the right to remove such unauthorized attachment from Ameritech-Ohio's Structure at MCIm's expense.

11 NONCOMPLIANCE

- 11.1 Notice of Noncompliance

- 11.1.1 If, at any time, Ameritech-Ohio determines that MCIm's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, Ameritech-Ohio may send written notice to MCIm specifying the alleged noncompliance. MCIm agrees to acknowledge receipt of the notice as soon as practicable. If MCIm does not dispute Ameritech-Ohio's assertion that such facilities are not in compliance, MCIm agrees to provide Ameritech-Ohio with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify Ameritech-Ohio in writing when the facilities have been brought into compliance.
- 11.2 Disputes over Alleged Noncompliance
 - 11.2.1 If MCIm disputes Ameritech-Ohio's assertion that MCIm's facilities are not in compliance, MCIm shall notify Ameritech-Ohio in writing of the basis for MCIm's assertion that its facilities are in compliance.
- 11.3 Failure to Bring Facilities into Compliance
 - 11.3.1 If MCIm has not brought the facilities into compliance within a reasonable time or provided Ameritech-Ohio with proof sufficient to persuade Ameritech-Ohio that Ameritech-Ohio erred in asserting that the facilities were not in compliance, and if Ameritech-Ohio determines in good faith that the alleged noncompliance causes or is likely to cause a material safety hazard or material damage to Ameritech-Ohio's facilities or those of others users, Ameritech-Ohio may, at its option and MCIm's expense, take such steps as may be required to bring MCIm's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix. If the steps taken are to be service affecting, Ameritech-Ohio must give MCIm thirty (30) business days advance notice. If the steps taken are to be non-service affecting, Ameritech-Ohio must give MCIm fifteen (15) business days advance notice.
- 11.4 Correction of Conditions by Ameritech-Ohio
 - 11.4.1 Ameritech-Ohio will, whenever practicable, notify MCIm in writing before performing such work. The written notice shall describe the nature of the work to be performed and Ameritech-Ohio's schedule for performing the work.
 - 11.4.2 If MCIm's facilities have become detached or partially detached from supporting racks or wall supports located within an Ameritech-Ohio manhole, Ameritech-Ohio may, at MCIm's expense, reattach them but shall not be obligated to do so. If Ameritech-Ohio does not reattach MCIm's facilities, Ameritech-Ohio shall cooperate with MCIm for the reattachment of any facilities affected.
 - 11.4.3 Ameritech-Ohio shall, as soon as practicable after performing the work, advise MCIm in writing of the work performed or action taken. Upon receiving such notice, MCIm may inspect the facilities, after notice to Ameritech-Ohio, and take such steps as MCIm may deem necessary to insure that the facilities meet MCIm's performance requirements.
- 11.5 MCIm to Bear Expenses

11.5.1 MCI shall bear all expenses arising out of or in connection with any work performed to bring MCI's facilities into compliance with requirements of this Appendix; provided, however that nothing contained in this Appendix or any license issued hereunder shall be construed as requiring MCI to bear any expenses which, under applicable federal or state laws, rules or regulations, must be borne by persons or entities other than MCI.

12 INSPECTIONS

12.1 Ameritech-Ohio may make periodic inspections of any part of the attachments of MCI located on Ameritech-Ohio Structure for the limited purpose of determining whether MCI's facilities are in compliance with the terms of this Appendix and licenses granted hereunder; provided that such inspections must be non-invasive (e.g. no splice cases may be opened). Where reasonably practicable, Ameritech-Ohio shall provide prior written notice to MCI of such inspections and MCI shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to MCI.

12.2 *Except in unusual circumstances, Ameritech-Ohio shall not perform inspection more than once every five (5) year. If attaching Party attachments are found to be in compliance, no charges will be incurred by the attaching Party for the inspection. If attaching Party's attachments are not in compliance, SBC-Ameritech may charge attaching Party for the inspections. The costs of periodic inspections will be paid by those attaching Parties with 2% or more of their attachments in violation. The amount paid by attaching Party shall be the percentage that their violations bear to the total violations of all attaching Parties found during the inspection.

13 DAMAGE TO ATTACHMENTS

13.1 Both MCI and Ameritech-Ohio will exercise precautions to avoid damaging the attachments of the other or to any Ameritech-Ohio Structure to which MCI obtains access hereunder. The Party damaging the attachments of the other Party through negligence or willful misconduct shall be responsible to such other Party therefore.

14 CHARGES

14.1 Ameritech-Ohio's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Communication Act. Prior to the establishment of such rates, the initial charges applicable to Structure hereunder shall be as set forth in the Appendix Pricing. Ameritech-Ohio reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, Ameritech-Ohio reserves the right to price on a case-by-case basis any extraordinary attachment to Structure. An extraordinary attachment is an attachment to a pole that occupies more than one foot of space on the pole in addition to the primary cable or anything other than a standard field splice enclosure in a manhole.

- 14.2 Advance payment of 50% (fifty percent) of the total amount shall be required from MCI_m for map preparation, field surveys and Make-Ready Work. The balance shall be due upon completion.

15 NONDISCRIMINATION

- 15.1 Access to Ameritech-Ohio owned or controlled Structure under this Appendix shall be provided to MCI_m on a basis that is nondiscriminatory to that which Ameritech-Ohio provides its Structure to itself, its affiliates, customers, or any other person.

16 JOINING OF FACILITIES

- 16.2 16.1 Upon request by MCI_m, Ameritech-Ohio will permit the joining of ducts or conduits owned by MCI_m in Ameritech-Ohio manholes.

17 COST IMPUTATION

- 17.1 Ameritech-Ohio will impute costs consistent with the rules under Section 224 (g) of the Act.

18 ABANDONMENT, SALES, OR DISPOSITIONS

- 18.1 Ameritech-Ohio shall notify MCI_m of the proposed abandonment, sale or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, Ameritech-Ohio shall condition the sale or other disposition to include and incorporate the rights granted to MCI_m hereunder.

UNE

TABLE OF CONTENTS

1	INTRODUCTION	3
2	GENERAL TERMS AND CONDITIONS	3
3	INTENTIONALLY OMITTED	6
4	NETWORK INTERFACE DEVICE	6
5	LOCAL LOOP	8
6	SUB-LOOP ELEMENTS	12
7	ENGINEERING CONTROLLED SPLICE (ECS).....	18
8	LOCAL SWITCHING	19
9	PACKET SWITCHING	23
10	INTEROFFICE TRANSPORT	24
11	OPERATOR SERVICES AND DIRECTORY ASSISTANCE.....	26
12	SIGNALING NETWORKS AND CALL-RELATED DATABASES.....	26
13	OPERATIONS SUPPORT SYSTEMS FUNCTIONS.....	26
14	CROSS CONNECTS	27
15	MAINTENANCE OF ELEMENTS	28
16	UNE COMBINATIONS	29
17	EELS CONVERSIONS	37

1 INTRODUCTION

- 1.1 This Appendix, Unbundled Network Elements (UNE), set forth the terms and conditions pursuant to which Ameritech-Ohio agrees to furnish MCIIm with access to UNEs.
- 1.1.1 Intentionally Omitted.
- 1.1.2 Intentionally Omitted.
- 1.1.3 *The following are the Unbundled Network Elements which MCIIm and Ameritech-Ohio have identified as of the Effective Date of this agreement:
- Loop
 - High Frequency Portion of the Loop "HFPL"
 - Subloop Elements
 - Network Interface Device
 - Local Circuit Switching
 - Packet Switching
 - Shared Transport
 - Dedicated Transport
 - Signaling Link Transport
 - Signaling Transfer Points
 - Service Control Points / Databases
 - Local Tandem Switching
 - Dark Fiber
 - Access to Call Related Databases
- 1.1.4 Intentionally Omitted.
- 1.1.5 MCIIm may request new, undefined unbundled Network Elements in accordance with the Bona Fide Request Process.
- 1.2 The prices at which Ameritech-Ohio agrees to provide MCIIm with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing.
- 1.3 * Ameritech-Ohio has no obligation to provide access to any unbundled Network Element, or to provide terms and conditions associated with any Network Element, other than expressly set forth in this Agreement.

2 GENERAL TERMS AND CONDITIONS

- 2.1 Ameritech-Ohio and MCIIm agree that MCIIm may connect its facilities or facilities provided to MCIIm by third-parties with Ameritech-Ohio's network at any point designated by MCIIm, provided such point is technically feasible, for access to UNEs for the provision by MCIIm of a Telecommunications Service.
- 2.2 Ameritech-Ohio will provide MCIIm nondiscriminatory access to UNEs:
- 2.2.1 At any technically feasible point;
- 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory;
- 2.2.3 In a manner that allows MCIIm to provide a Telecommunications Service that may be offered by means of that UNE;

- 2.2.4 In a manner that allows access to all features, functions and capabilities of a requested unbundled Network Element to be provided separately from access to other elements, and for a separate charge;
- 2.2.5 With technical information about Ameritech-Ohio's network facilities sufficient to allow MCI to achieve access to unbundled Network Elements consistent with the requirements of this Appendix.
- 2.2.6 Without limitations, restrictions, or requirements on requests that would impair MCI's ability to provide a Telecommunications Service in a manner it intends;
- 2.2.7 In a manner that allows MCI purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers.
- 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which Ameritech-Ohio provides such elements to itself.
- 2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act.
- 2.3 * MCI may use Ameritech-Ohio UNEs to provide exchange access services to itself and other IXCs within its role as a local exchange service provider to an end user customer, in order to offer interexchange services to that end user customer. MCI may not resell UNEs it obtains from Ameritech Ohio to other Telecommunications Carriers.
- 2.4 When MCI is purchasing a UNE, Ameritech-Ohio will permit MCI exclusive use of that facility for a period of time, and when MCI is purchasing access to a feature, function, or capability of a facility, Ameritech-Ohio will provide use of that feature, function, or capability for a period of time.
- 2.5 Ameritech-Ohio will maintain, repair, or replace UNEs as provided for in this Agreement.
- 2.6 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what Ameritech-Ohio provides itself or any subsidiary, affiliate, or other Party.
- 2.7 Each Party shall be solely responsible for the services it provides to its end user customer and to other Telecommunications Carriers.
- 2.8 UNEs provided to MCI under the provisions of this Appendix shall remain the property of Ameritech-Ohio.
- 2.9 * Ameritech-Ohio will not connect to or combine UNE's with any non-251 (c)(3) or other Ameritech-Ohio service offerings.
- 2.10 Provisioning/Maintenance of Unbundled Network Elements
 - 2.10.1 * Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as Ameritech-Ohio may elect at its own discretion, but also at parity and on a nondiscriminatory basis. Ameritech-Ohio will provide access to UNEs where technically feasible. Where facilities and equipment are not available, Ameritech-Ohio shall not be required to provide UNEs, provided,

however, that nothing herein is intended to rescind, alter or override any obligation that Ameritech-Ohio has to MCI_m by virtue of Ameritech-Ohio's Facilities Modification (FMOD) Policy. Ameritech-Ohio will not discriminate against MCI_m vis-a-vis other CLECs, including any affiliate of Ameritech-Ohio, with respect to FMOD Policy. Additionally, when Ameritech-Ohio rejects a UNE order based on a determination that such facilities are not available, MCI_m may, within five (5) business days from the day it receives the order rejection, request a copy of, or access to, the records that Ameritech-Ohio used to reach such determination. Ameritech-Ohio shall provide MCI_m with a copy of, or access to, these records within two (2) business days from the day it receives the request from MCI_m.

- 2.10.2 Subject to the terms herein, Ameritech-Ohio is responsible only for the provisioning, installation, operation and maintenance of the unbundled Network Elements it provides. Ameritech-Ohio is not otherwise responsible for the Telecommunications Services, including the design thereof, provided by MCI_m through the use of those UNEs.
- 2.10.3 Where UNEs provided to MCI_m are dedicated to a single end user customer, if such UNEs are for any reason disconnected they shall be made available to Ameritech-Ohio for future provisioning needs, on the same basis Ameritech-Ohio holds or reassigns such facilities for its own end user customers, unless such UNE is disconnected in error. MCI_m agrees to relinquish control of any such UNE concurrent with the disconnection of MCI_m's end user customer service.
- 2.10.4 MCI_m shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit Ameritech-Ohio to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments. But in no case will Ameritech-Ohio perform scheduled maintenance on any MCI_m UNE prior to providing reasonable notice to MCI_m in advance of performing such maintenance. Ameritech-Ohio shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise MCI_m promptly of any emergency maintenance actions it takes effecting MCI_m.
- 2.10.5 MCI_m shall connect equipment and facilities that are compatible with the Ameritech-Ohio unbundled Network Elements and shall use UNEs in accordance with all applicable regulatory standards and the requirements of this Agreement. MCI_m's use of any Ameritech-Ohio UNE, or of its own equipment or facilities in conjunction with any Ameritech-Ohio unbundled Network Element, will not materially interfere with or impair service over any facilities of Ameritech-Ohio, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, Ameritech-Ohio may discontinue or refuse service if MCI_m violates this provision, provided that such termination of service will be limited to MCI_m's use of the UNE(s) causing the violation.
- 2.10.6 When an existing end user customer served by Ameritech-Ohio or another CLEC changes service to MCI_m using any Ameritech-Ohio provided UNE(s), MCI_m shall issue appropriate service requests, to both disconnect the existing service and connect new service to MCI_m's end user customer. MCI_m's service requests will be processed by Ameritech-Ohio, and MCI_m will be charged the existing UNE service order charge(s), recurring and nonrecurring charges for

each individual UNE and cross connect ordered, as set forth in the Pricing Appendix. The Parties acknowledge that in Case Nos. 96-922-TP-UNC/00-1362-TP-ATA, the Ohio Commission is currently considering the issue of what, if any, service order, recurring and non-recurring charges should apply to service requests for the Unbundled Network Element Platform (UNE-P). Upon a determination of this issue by the Commission, the Parties agree to incorporate the result of the Commission's ruling into this Appendix and such result shall be applied retroactively to the Effective Date of this Agreement. Any true-up resulting from this clause shall be implemented consistent with Appendix Pricing.

2.10.6.1 *When end user customers already being provided service by Ameritech-Ohio migrate to MCI, services will not be modified unless requested by MCI, and any service interruptions will not be discernable to the end user customers.

2.11 Performance of UNEs

2.11.1 Each UNE will be provided in accordance with industry standards.

2.11.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other party written notice of any upgrades in its network that will materially impact the other Party's service in accordance with Applicable Law.

2.11.3 Ameritech-Ohio may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, MCI orders for unbundled Network Elements from, and Ameritech-Ohio's retail service orders for, that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension Ameritech-Ohio places on itself for orders from its end user customers.

3 INTENTIONALLY OMITTED

4 NETWORK INTERFACE DEVICE

4.1 The Network Interface Device (NID) unbundled Network Element is defined as any means of interconnection of end user customer premises wiring to Ameritech-Ohio's distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the end user customer's inside wire. Maintenance and control of the end user customer's inside wiring (on the end user customer's side of the NID) is under the control of the end user customer. Conflicts between telephone service providers for access to the end user customer's inside wire must be resolved by the end user customer. Pursuant to applicable FCC rules, Ameritech-Ohio offers nondiscriminatory access to the NID on an unbundled basis to any requesting Telecommunications Carrier for the provision of a Telecommunications Service. MCI access to the NID is offered as specified below.

4.2 Ameritech-Ohio shall permit MCI to connect MCI's loop facilities to on-premises wiring of an end user customer through Ameritech-Ohio's NID, or at any other technically feasible point, in the manner set forth in this section or in any other technically feasible manner.

4.3 Access to Network Interface Device

- 4.3.1 Due to the wide variety of NIDs utilized by Ameritech-Ohio (based on end user customer size and environmental considerations), MCI may access the end user customer's inside wire by any of the following means:
 - 4.3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, and with the subscriber authorization required by this Agreement and Applicable Law, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or
 - 4.3.1.2 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or
 - 4.3.1.3 Request Ameritech-Ohio to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (*i.e.*, MCI, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
 - 4.3.1.4 Due to the wide variety of NID enclosures and outside plant environments, Ameritech-Ohio will work with MCI to develop specific procedures to establish the most effective means of implementing this Section.

4.4 Technical Requirements

- 4.4.1 The NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for Ameritech-Ohio's facilities, for the distribution media and/or cross connect to MCI's NID, and shall maintain a connection to ground.
- 4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution media and/or cross connect to MCI's NID, consistent with the NID's function at the Effective Date of this Agreement.
- 4.4.3 Where an Ameritech-Ohio NID exists, it is provided in its "as is" condition. MCI may request Ameritech-Ohio do additional work to the NID in accordance with other provisions herein.
- 4.4.4 The Ameritech-Ohio NIDs that MCI uses under this Appendix will be existing NIDs installed by Ameritech-Ohio to serve its end user customers.
- 4.4.5 Upon request, Ameritech-Ohio will dispatch a technician to tag an existing end user customer's inside wire facilities on the end user customer's side of the NID. In such cases, a NID "Premise Visit" charge shall apply at charges reflected on Appendix Pricing, except the premise visit charge shall not apply if the NID location information provided to MCI prior to the dispatch request was inaccurate.
- 4.4.6 MCI shall not attach to or disconnect Ameritech-Ohio's ground. MCI shall not cut or disconnect Ameritech-Ohio's loop from the NID and/or its protector. MCI shall not cut any other leads in the NID.

5 LOCAL LOOP

- 5.1 * Pursuant to applicable FCC rules, a local loop unbundled Network Element is a dedicated transmission facility between a distribution frame (or its equivalent) in an Ameritech-Ohio Central Office and the loop demarcation point at an end user customer premises, including inside wire owned by Ameritech-Ohio. Inside wire is defined as all loop plants owned by Ameritech-Ohio on end user customer premises as far as the point of demarcation, including the loop plant near the end user customer premises. MCI may access the inside wire subloop at any technically feasible point, including but not limited to, NID, MPOE, the single point of interconnection the pedestal or the pole. The local loop Network Element includes all features, functions and capabilities of the transmission facility, including, but not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop Network Element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by Applicable Law or this Agreement, and where such loops are deployed in Ameritech-Ohio wire centers.
- 5.2 Ameritech-Ohio will provide at the rates, terms, and conditions set out in this Appendix and in the Appendix Pricing on the following:
- 5.2.1 2-Wire Analog Loop
- 5.2.1.1 A 2-Wire analog loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 5.2.2 4-Wire Analog Loop
- 5.2.2.1 A 4-Wire analog Loop is a transmission path that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog Loop provides separate transmit and receive paths.
- 5.2.3 2-Wire Digital Loop
- 5.2.3.1 A 2-Wire 160 Kbps digital Loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 5.2.4 4-Wire Digital Loop
- 5.2.4.1 A 4-Wire 1.544 Mbps digital Loop is a transmission path that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- 5.2.5 Optical Loop
- 5.2.5.1 A fiber optic loop is a transmission path that will support any OC-n service. Ameritech-Ohio will provide OCN Loops wherever available and deployed.

5.2.6 DS3 Digital Loop

5.2.6.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the Ameritech-Ohio Central Office to the end user customer premises.

5.2.7 DSL compatible Loop

5.2.7.1 See DSL Appendix

5.3 * Ameritech-Ohio will provide MCI with access to unbundled loops regardless of whether Ameritech uses integrated digital loop carrier (IDLC) technology, or similar remote concentration devices, for the particular loop sought by MCI. Where available, Ameritech-Ohio will move the requested unbundled loop(s) to spare copper, or to universal digital loop carrier (UDLC) unbundled loop(s) at no additional charges. If, however, no such facilities are available, Ameritech-Ohio will notify MCI of the lack of available facilities within two (2) business days, excluding weekends and holidays.

5.3.1 Ameritech-Ohio will provide MCI with any other technically feasible methods of access to IDLC-delivered loops, including, but not limited to:

5.3.1.1 The use of a demultiplexer to separate unbundled loops prior to connecting the remaining loops to the switch;

5.3.1.2 Multiple switch hosting through the use of GR-303;

5.3.1.3 Integrated network access (INA), whereby specific DS-0s are field groomed into specific INA groups as formatted DS-1s;

5.3.1.4 DSC grooming, whereby specific DS-0s are groomed onto DS-1s at the DSC; or

5.3.1.5 Side-door grooming (hairpinning).

5.4 * Additional costs for access to IDLC-delivered loops requested by MCI pursuant to section 5.3.1 not otherwise recovered through existing nonrecurring or recurring rates for unbundled loops may be recovered from requesting carriers on rates, terms and conditions that are just, reasonable and nondiscriminatory.

5.5 Dark Fiber

5.5.1 Dark Fiber is deployed unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services other than as specifically set out elsewhere in this agreement.

5.5.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. MCI may only subscribe to dark fiber that is considered "spare," as defined herein.

5.6 Interoffice Dark Fiber

5.6.1 Ameritech-Ohio will provide dark fiber in the dedicated interoffice transmission segment of the network as an unbundled Network Element. Interoffice dark fiber

is Ameritech-Ohio optical transmission facilities without attached multiplex aggregation or other electronics between two different Ameritech-Ohio Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. Ameritech-Ohio will offer its dark fiber to MCI when MCI has collocation space in each Ameritech-Ohio CO where the fibers terminate.

5.7 Loop Fiber

5.7.1 Ameritech-Ohio will provide dark fiber in the loop and subloop segment of the network as an unbundled Network Element. Loop dark fiber is a segment between a serving Ameritech-Ohio central office and an end user customer premise.

5.7.2 Ameritech-Ohio will provide sub-loop dark fiber as an unbundled Network Element. Sub-loop dark fiber segments include but are not limited to:

5.7.2.1 The serving Ameritech-Ohio central office and a remote terminal/CEV/Hut; or

5.7.2.2 a remote terminal/CEV/Hut and an end user customer premise.

5.8 * Spare Fiber Inventory Availability and Condition

5.8.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for Ameritech-Ohio's forecasted growth, defective fibers, or fibers subscribed to by other carriers.

5.9 Determining Spare Fibers:

5.9.1 Ameritech-Ohio will inventory and track spare dark fibers. Spare fibers do not include the following:

5.9.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

5.9.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers

5.9.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

5.9.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

5.9.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

5.9.1.1.5 Cables with 216 fibers: 18 maintenance spares

5.9.1.1.6 Cables with 288 fibers: 24 maintenance spares

5.9.1.1.7 Cables with 432 fibers: 36 maintenance spares

5.9.1.1.8 Cables with 864 fibers: 72 maintenance spares

5.9.1.2 Defective fibers - Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to MCI for use under this Agreement.

- 5.9.1.3 Ameritech-Ohio growth fibers. Fibers documented as reserved by Ameritech-Ohio for utilization for growth within the 12 month-period following the carrier's request.
 - 5.9.2 The appropriate Ameritech-Ohio engineering organization will maintain records on each fiber optic cable for which MCI request dark fiber.
- 5.10 * Quantities and Time Frames for ordering Dark Fiber:
 - 5.10.1 The minimum number of fiber strands that MCI can order is two, and fiber strands must be ordered in multiples of two.
 - 5.10.2 If MCI wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing MCI's specific point-to-point (A to Z) dark fiber requirements. For such inquiries, Ameritech-Ohio shall provide to MCI information regarding the location and availability. When MCI submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.
 - 5.10.2.1 If dark fiber is available, as determined under this Agreement, Ameritech-Ohio will notify MCI and MCI may place an Access Service Request (ASR) for the dark fiber.
 - 5.10.3 Dark fiber will be assigned to MCI only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When MCI submits the ASR, the ASR will be processed and the dark fiber facilities assigned for use by MCI within thirty (30) business days and charges will apply as outlined in state specific Appendix Pricing.
 - 5.10.3.1 Prior to completing any order for dark fiber submitted by MCI, Ameritech-Ohio shall conduct an Actual Measured Loss (AML) readings on the dark fiber ordered on the plant test date, and shall provide the results of such reading to MCI. If, in MCI's sole discretion, such AML reading indicates that the dark fiber does not meet MCI's usability and performance requirements, MCI may, at any time up to the close of business on the due date for the dark fiber order, cancel its order and shall not be responsible for any charges, other than applicable Dark Fiber Inter-office or Loop/Subloop Inquiry charges associated with that order.
- 5.11 Reclamation of Dark Fiber
 - 5.11.1 To reclaim dark fiber, Ameritech-Ohio must first negotiate with MCI to address the concerns related to the proposed reclamation. Ameritech-Ohio must then demonstrate to the Commission that it needs the dark fiber to meet its carrier of last resort responsibilities and that fiber proposed to be reclaimed will be used within twelve (12) months of reclamation. Ameritech-Ohio must also provide MCI with an alternative facility that meets MCI's needs prior to reclaiming the facility. Ameritech-Ohio may not reclaim lighted fiber being used by MCI. Ameritech may only reclaim dark fiber that MCI has not yet light.
- 5.12 Access Methods specific to Dark Fiber

- 5.12.1 The demarcation point for dark fiber at Central Offices, remote terminals and end user customer premises will be in an Ameritech-Ohio approved splitter shelf. This arrangement allows for non-intrusive testing.

5.13 Installation and Maintenance for Dark Fiber

- 5.13.1 Ameritech-Ohio will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. MCI will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to MCI's equipment.

6 SUB-LOOP ELEMENTS

- 6.1 Ameritech-Ohio will provide nondiscriminatory access to sub-loop elements on an unbundled basis in accordance with Applicable Law as set forth in this Appendix.

- 6.1.1 A sub-loop unbundled Network Element is defined as any portion of the loop that is technically feasible to access at terminals in Ameritech-Ohio's outside plant including in inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within, such joints may include, but are not limited to, the pole or pedestal, the NID, the MPOE, the single point of interconnection, the MDF, the RT and the FDI.

- 6.1.2 The Parties acknowledge that the FCC's UNE Remand Order intended that the definition of subloop UNEs apply to new as well as current technologies.

6.2 Definitions pertaining to the Sub-Loop:

- 6.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 6.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the end user customer's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 6.2.3 "Digital Subloop" may be deployed on on-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.
- 6.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user customer can be connected to the ILEC's network.
- 6.2.5 "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.
- 6.2.6 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.
- 6.2.7 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.
- 6.2.8 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.
- 6.2.9 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

- 6.2.10 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user customer's premise.
- 6.2.11 "SPOI" is defined as a Single Point of Interconnection. A SPOI will usually be located in a Multi-Tenant Environment as a single point of demarcation which will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner or their agent. Ameritech-Ohio shall provide a SPOI at multi-unit premises that is suitable for use by multiple carriers. This obligation is in addition to Ameritech-Ohio's obligation to provide nondiscriminatory access to subloops at any technically feasible point. If the parties are unable to negotiate terms and conditions regarding a SPOI, issues in dispute, including compensation of Ameritech-Ohio under forward-looking pricing principles, shall be resolved under the dispute resolution processes in section 252 of the Act.
- 6.2.12 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.
- 6.2.13 "Term-to-NID" is that portion of the loop from an accessible terminal to the NID, which is located at an end user customer's premise. Term-to-NID includes use of the Network Terminating Wire (NTW).
- 6.3 Ameritech-Ohio will offer the following types of subloop elements including, but not limited to:
 - 6.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
 - 6.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
 - 6.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.
 - 6.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.
 - 6.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL).
 - 6.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL).
 - 6.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user customer capacity up to 144 Kbps.
 - 6.3.8 OCN Subloop, where currently deployed in Ameritech-Ohio's network.
- 6.4 Intentionally Omitted.
- 6.5 Subloop conditioning where applicable, is covered in Appendix DSL.

6.6 Access to Subloops:

6.6.1 Access to terminals for subloops is defined to include:

6.6.1.1 any technically feasible point, including but not limited to, the point near the end user customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the end user customer premises),

6.6.1.2 the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the trunk line, or "feeder", leading back to the central office and the "distribution" plant, branching out to the subscribers, meet, and "interface".

6.6.1.3 the Main Distribution Frame (MDF),

6.6.1.4 the Terminal or Remote Terminal (underground or aerial),

6.6.1.5 the Single Point of Interconnection (SPOI)

6.7 Ameritech-Ohio shall provide access to the following subloop segments:

FROM	TO
1. Main Distribution Frame	Serving Area Interface or Feeder Distribution Interface
2. Main Distribution Frame	Terminal
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. SPOI (Single Point of Interface) *	Stand Alone
8. Terminal	Network Interface Device/Customer Premises

6.7.1 * Provided using the BFR Process. In addition, if MCIm requests an Interconnection Point which has not been identified, MCIm will need to submit a BFR.

6.8 Intentionally Omitted.

6.9 Provisioning:

6.9.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

6.9.2 Spare subloop(s) will be assigned to MCIm only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

6.9.3 Provisioning intervals for subloops shall be governed by the CLEC state-specific contract interval for the stand-alone, full UNE element. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

6.10 Maintenance:

- 6.10.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the Ameritech-Ohio switch/testing equipment will be lost.
- 6.10.2 Once Subloop Access Arrangements have been completed and balance of payment due Ameritech-Ohio is received, MCI may place LSRs for subloops at this location. Prices at which Ameritech-Ohio agrees to provide MCI with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.
- 6.10.3 In the event of catastrophic damage to the RT, SAI/FDI, Terminal, or NID where MCI has a SAA, Ameritech-Ohio repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all end user customers to be restored in the least amount of time. Should MCI's cabling require replacement, Ameritech-Ohio will provide prompt notification to MCI for MCI to provide the replacement cable to be terminated as necessary.

6.11 Subloop Access Arrangements:

- 6.11.1 Prior to ordering subloop facilities, MCI will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the Ameritech-Ohio subloop network.
- 6.11.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. MCI will initiate an SCA by submitting a Sub-loop Access Arrangement Application.
- 6.11.3 Upon receipt of a complete and correct application, Ameritech-Ohio will provide to MCI within thirty (30) days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When MCI submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.
- 6.11.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.
- 6.11.5 Subloop inquiries do not serve to reserve subloop(s).
- 6.11.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 6.11.7 MCI will be responsible for obtaining rights of way from owners of property where Ameritech-Ohio has placed the equipment necessary for the SAA prior to submitting the request for SCA.

- 6.11.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, MCI should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both MCI and Ameritech-Ohio to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.
- 6.11.9 Construction of the Subloop Access Arrangement shall be completed within ninety (90) days of MCI submitting to Ameritech-Ohio written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. Ameritech-Ohio will not begin any construction under the SCA until MCI has provided proof that it has obtained necessary rights of way as defined herein. In the event MCI disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 12, of this Agreement, Ameritech-Ohio will proceed with construction of the SAA upon receipt from MCI of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by MCI upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 6.11.10 Upon completion of the construction activity, MCI will be allowed to test the installation with an Ameritech-Ohio technician. If MCI desires test access to the SAA, MCI should place its own test point in its cable prior to cable entry into Ameritech-Ohio's interconnection point.
- 6.11.11 A non-binding MCI forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow Ameritech-Ohio to properly engineer access to each SAI and to ensure Ameritech-Ohio does not provide more available terminations than MCI expects to use.
- 6.11.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 6.11.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at MCI expense.
- 6.11.14 In the event MCI elects to discontinue use of an existing SAA, or abandons such arrangement, MCI shall pay Ameritech-Ohio for removal of their facilities from the SAA.
- 6.12 Subloop Access Arrangement (SAA) Access Points:
 - 6.12.1 SAI/FDI or Terminal
 - 6.12.1.1 MCI cable to be terminated in an Ameritech-Ohio SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. MCI's Aerial cables should be aircore.

- 6.12.1.2 MCIIm may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that Ameritech-Ohio will terminate on available binding posts in the SAI/FDI or Terminal.
 - 6.12.1.3 MCIIm may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and Ameritech-Ohio will stub out a cable from the SAI/FDI or Terminal, which Ameritech-Ohio will splice to MCIIm cable at the meet point.
 - 6.12.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the twelve (12) month period beginning on the date of the inquiry LSR.
 - 6.12.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, if MCIIm and Ameritech-Ohio are mutually agreeable, Ameritech-Ohio may increase capacity of the SAI/FDI by the method of it's choice, for which MCIIm will be charged a portion of the expense to be determined by the Ameritech-Ohio engineer and authorized by MCIIm for the purpose of allowing MCIIm to terminate it's cable at the SAI/FDI.
 - 6.12.1.6 Exhausted Termination Points in a Terminal - When a terminal's termination points are all terminated to assignable cable pairs, Ameritech-Ohio may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the MCIIm facilities for which MCIIm will be charged.
- 6.13 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:
- 6.13.1 Ameritech-Ohio shall notify MCIIm of pending relocation as soon as Ameritech-Ohio receives such notice.
 - 6.13.2 MCIIm shall notify Ameritech-Ohio of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
 - 6.13.3 Ameritech-Ohio shall then provide MCIIm an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with MCIIm and Ameritech-Ohio engineer.
 - 6.13.4 MCIIm shall notify Ameritech-Ohio of acceptance or rejection of the new SCA within ten (10) business days of it's receipt of Ameritech-Ohio 's estimate.
 - 6.13.5 Upon acceptance of the Ameritech-Ohio estimate, MCIIm shall pay at least 50% of the relocation costs at the same time as they notify Ameritech-Ohio of their acceptance of estimate costs.
 - 6.13.6 Should MCIIm decide not to continue the SAA, MCIIm will notify Ameritech-Ohio as to the date that Ameritech-Ohio may remove MCIIm's facilities from that SAA. MCIIm will pay Ameritech-Ohio for all costs associated with the removal of MCIIm's SAA.
 - 6.13.7 In the event that MCIIm does not respond to Ameritech-Ohio in time to have their facilities relocated, Ameritech-Ohio shall move MCIIm facilities and submit a bill

for payment to MCI for the costs associated with the relocation. Should MCI elect not pay this bill, then MCI facilities will be removed from the site upon thirty (30) days notice to MCI.

6.14 RT (for DS3 Subloop):

6.14.1 MCI may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase that Ameritech-Ohio will terminate on a fiber/coax interconnection block to be constructed in the RT.

6.14.2 MCI may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and Ameritech-Ohio will stub out a cable from the RT, which Ameritech-Ohio will splice to MCI cable at the meet point.

7 ENGINEERING CONTROLLED SPLICE (ECS)

7.1 Although under no obligation to do so, as a voluntary offering, Ameritech-Ohio will make available at non-Pronto sites an Engineering Controlled Splice (ECS), which will be owned by Ameritech-Ohio, for MCI to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements

7.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

7.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that Ameritech-Ohio will construct any Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If Ameritech-Ohio elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting Telecommunications Carrier will not be liable for such extra costs.

7.2.2 MCI shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if Ameritech-Ohio places more pairs at the splice.

7.2.3 Ameritech-Ohio will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although Ameritech-Ohio will construct the engineering controlled splice, the ECS maybe owned by Ameritech-Ohio or the MCI (depending on the specific arrangement) at the option of Ameritech-Ohio.

7.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.

7.2.5 Ameritech-Ohio may require a separate SCA for each remote terminal site.

7.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be

provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis.

- 7.3 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

7.3.1 Dedicated Facility Option (DFO)

- 7.3.1.1 MCI may request Ameritech-Ohio splice the existing cabling between the ECS and the SAI to MCI's SAA facility. This facility will be "dedicated" to MCI for subsequent subloop orders.
- 7.3.1.2 MCI must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.
- 7.3.1.3 MCI will compensate Ameritech-Ohio for each of the dedicated subloop facilities, based on recurring subloop charges for the quantity of subloops dedicated to MCI between the ECS and the SAI.

7.3.2 Cross-connected Facility Option (CFO)

- 7.3.2.1 MCI may request Ameritech-Ohio build an ECS cross-connect junction on which to terminate MCI's SAA facility.
- 7.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of Ameritech-Ohio cabling between the ECS and the RT and/or SAI, and the inventorying of that Ameritech-Ohio cabling.
- 7.3.2.3 MCI must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.
- 7.3.2.4 * MCI will compensate Ameritech-Ohio for the charges incurred by Ameritech-Ohio derived from MCI's request for the SCA.

8 LOCAL SWITCHING

- 8.1 The Unbundled Local Switching (ULS) capability is defined as:

- 8.1.1 line-side facilities, which include, but are not limited to, the connection between a Loop termination at a Main Distribution Frame and a switch line card.
- 8.1.2 trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and
- 8.1.3 all features, functions, and capabilities of the switch, available from the specific port type (line side or trunk side port) which include:

- 8.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC end user customers, such as a telephone number, white page listing, and dial tone;
- 8.1.3.2 all other features that the switch is capable of providing, including end user customer calling, CLASS features and Centrex.
- 8.1.3.3 as well as any technically feasible customized routing function provided by the switch.

8.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

- 8.2.1 Unbundled Local Switching utilizes routing instructions resident in the ILEC switch to direct all CLEC traffic.
- 8.2.2 In Ohio, when MCI is purchasing Unbundled Local Switching, Ameritech-Ohio shall provide MCI with all Vertical features, CLASS features, and other features resident in the Ameritech-Ohio switch.
- 8.2.3 ULS as provided by Ameritech-Ohio includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
 - 8.2.3.1 At MCI's request, after the Effective Date, the Parties will meet to jointly develop a detailed, mutually agreeable plan for ordering, provisioning and maintenance process associated with Unbundled Network Elements combinations. The Parties will meet within thirty (30) days after MCI's written request to commence the joint development. If the Parties do not complete this development within three (3) months after the date of MCI's written request, either Party may invoke Dispute Resolution and Escalation process set forth in General Terms and Conditions of this Agreement.
- 8.2.4 Intentionally left blank.
- 8.2.5 At Ameritech-Ohio's discretion, upon not less than one hundred and eighty (180) days' written notice to MCI, Ameritech-Ohio may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices to MCIs serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which Ameritech-Ohio can demonstrate that, as of the date on which MCI receives notice (the "Exception Notice Date"), Ameritech-Ohio has satisfied each of the following conditions:
 - 8.2.5.1 A territory shall constitute an "Exception Territory" if it constitutes the service area of Ameritech-Ohio offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and
 - 8.2.5.2 In the Exception Territory where Ameritech-Ohio elects to offer the Enhanced Extended Loop (EEL) pursuant to the UNE Remand

Order, the EEL would be available to MCI in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. Ameritech-Ohio may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for MCI end user accounts involving four or more lines.

8.2.5.3 In determining whether Ameritech-Ohio may exercise its rights under this Section in any particular case, MCI shall be obligated to disclose customer account detail similar to customer service records that Ameritech-Ohio provides to MCI through pre-ordering process.

8.2.5.4 Nothing herein shall preclude MCI from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an end user customer account with respect to which Ameritech-Ohio may exercise its rights under this Section.

8.3 Customized Routing

8.3.1 Customized Routing is available upon MCI's request to handle Operator Services, Directory Assistance, and/or other traffic. For customized routing over Feature Group C trunks, MCI shall not be required to submit a BFR for customized routing, but shall submit the required routing information found on the ULS Custom Routing Questionnaire on the SBC CLEC Online Website. For customized routing over Feature Group D trunks, MCI shall be required to submit a BFR for customized routing, in addition to the required routing information found on the ULS Custom Routing Questionnaire on the SBC CLEC Online Website. CLEC will pay the customized routing charges reflected in Appendix Pricing, or as mutually agreed upon through the BFR Process.

8.3.2 Intentionally Omitted.

8.4 Technical Requirements - Local Switching

8.4.1 Ameritech-Ohio shall route calls to the appropriate trunk port or line port for call origination or termination utilizing Ameritech-Ohio's shared transport network.

8.4.2 Ameritech-Ohio shall provide standard recorded announcements and call progress tones to alert callers of call progress and disposition if deployed within switch.

8.4.3 Ameritech-Ohio shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a schedule mutually agreed upon by the Parties. Ameritech-Ohio shall also permit MCI the ability to perform these tests at Parity.

8.4.4 Ameritech-Ohio shall provide nondiscriminatory access to switching service point (SSP) capabilities and signaling software to interconnect the signaling links destined to Ameritech-Ohio STPs.

8.5 Intentionally Omitted

8.6 Switch Ports

- 8.6.1 In Ameritech-Ohio, a Switch Port is a termination point in the end office switch. The charges for available Switch Ports are reflected in state specific Appendix Pricing.
- 8.6.2 Intentionally Omitted.
- 8.7 Intentionally Omitted.
 - 8.7.1 Ameritech-Ohio shall provide nondiscriminatory access to shared transport on an unbundled basis. Shared transport is defined as transmission facilities shared by more than one carrier, including Ameritech-Ohio, between end office switches, between end office switches and tandem switches, and between tandem switches in Ameritech-Ohio's network. Ameritech-Ohio shall provide ST, along with all features, functions and capabilities of ST, in a manner that allows MCI to provide any Telecommunications Service that can be offered by means of ST.
 - 8.7.1.1 Ameritech-Ohio provides access to unbundled shared transport only when purchased in conjunction with a ULS port that MCI subscribes to for the purpose of delivering traffic from/to an MCI end user customer as set forth below.
 - 8.7.1.1.1 Intentionally Omitted.
 - 8.7.1.1.2 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in Ameritech-Ohio. ULS-ST is provided on a per ULS port basis.
 - 8.7.1.2 Intentionally Omitted.
 - 8.7.1.3 Intentionally Omitted.
 - 8.7.1.4 All MCI's local traffic between Ameritech-Ohio switches will use Shared Transport and all local MCI's traffic to non-Ameritech-Ohio switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.
 - 8.7.1.5 Intentionally Omitted.
 - 8.7.1.6 * Ameritech-Ohio's obligation to provide ULS-ST is limited to where technically feasible and is limited to existing switch and transmission facilities capacities of the Ameritech-Ohio network.
 - 8.7.1.7 * In providing ULS-ST, Ameritech-Ohio will use the existing Ameritech-Ohio routing tables contained in Ameritech-Ohio switches, as Ameritech-Ohio may change those tables from time to time including after MCI purchases ULS-ST.
 - 8.7.2 * Custom Routing of OS/DA with ULS-ST
 - 8.7.2.1 Where technically feasible, Ameritech-Ohio shall provide customized routing upon request. Ameritech-Ohio will permit MCI to designate the particular outgoing trunks associated with ST provided by Ameritech-Ohio, which will carry certain classes of traffic originating

from MCI's customers. This feature will allow MCI to specify that OS/DA traffic from its customers be routed over designated trunks which terminate at MCI's OS/DA platform or a third party's OS/DA platform.

8.7.2.2 MCI must provide Ameritech-Ohio routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where MCI has end user customers served via ULS-ST ports. MCI will be charged by Ameritech-Ohio for the establishment of each custom route for OS or DA traffic in an End Office Switch.

8.7.2.3 Intentionally Omitted.

8.7.2.4 MCI will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.

8.7.3 Ameritech-Ohio will not bill the IXC access charges on behalf of a UNE based CLEC in a UNE environment.

8.8 Local Tandem Switching

8.8.1 Local Tandem Switching is defined as:

8.8.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card;

8.8.1.2 the basic switching function of connecting trunks to trunks; and

8.8.1.3 the technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

8.8.2 The charges for Local Tandem Switching are reflected in Appendix Pricing.

9 PACKET SWITCHING

9.1 Packet switching is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to;

9.1.1 The ability to terminate copper end user customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

9.1.2 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

9.1.3 The ability to extract data units from the data channels on the loops, and

9.1.4 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

- 9.2 Ameritech-Ohio shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied;
- 9.2.1 Ameritech-Ohio has deployed digital loop carrier systems, including but not limited to integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault),
- 9.2.2 There are no spare copper loops capable of supporting the xDSL services MCI_m seeks to offer;
- 9.2.3 Ameritech-Ohio has not permitted MCI_m to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has MCI_m obtained a virtual collocation arrangement at these subloop interconnection points as defined by Section 51.319(b); and
- 9.2.4 Ameritech-Ohio has deployed packet switching capability for its own use.

10 INTEROFFICE TRANSPORT

- 10.1 Ameritech-Ohio shall provide nondiscriminatory access, in accordance with 47CFR Section 51.311 and section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to MCI_m for the provision of a telecommunications service.
- 10.1.1 Ameritech-Ohio shall:
- 10.1.1.2 Provide MCI_m exclusive use of interoffice transmission facilities dedicated to a particular end user customer or carrier, or use the features, functions, and capabilities of interoffice transmission facilities shared by more than one end user customer or carrier.
- 10.1.1.3 Provide all technically feasible transmission facilities, features, functions, and capabilities that MCI_m could use to provide telecommunications services;
- 10.1.1.4 Permit, to the extent technically feasible, MCI_m to connect such interoffice facilities to equipment designated by MCI_m including but not limited to, MCI_m's collocated facilities; and
- 10.1.1.5 Permit, to the extent technically feasible, MCI_m to obtain the functionality provided by Ameritech-Ohio's digital cross-connect systems in the same manner that Ameritech-Ohio provides such functionality to inter-exchange carriers.
- 10.2 Ameritech-Ohio will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.
- 10.3 Unbundled Dedicated Transport
- 10.3.1 Unbundled Dedicated Transport (UDT) is defined as Incumbent LEC transmission facilities, including all technically feasible capacity related services including, but not limited to, DS1, DS3 and OCN levels, dedicated to a particular end user customer or carrier, that provide telecommunications between Wire Centers owned by Incumbent LEC or requesting Telecommunications Carriers,

or between switches owned by Incumbent LEC or requesting Telecommunications Carriers. Ameritech-Ohio will provide Dedicated Transport as a point to point circuit dedicated to the MCI as at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). Ameritech-Ohio will provide higher speeds to MCI as they are deployed in the Ameritech-Ohio network. Ameritech-Ohio provides OCN Dedicated Transport and Entrance Facilities as point-to-point bit rates, when and where facilities exist.

10.3.2 UDT includes the following elements, but is not limited to:

10.3.2.1 The facilities used to provide Dedicated Transport.

10.3.2.2 Entrance Facility - A circuit from Ameritech-Ohio serving Wire Center to the CLEC's location.

10.3.2.3 Multiplexing for UDT is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

10.4 Diversity

10.4.1 * When requested by MCI, and only where such interoffice facilities exist at the time of MCI's request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

10.4.2 Ameritech-Ohio shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. When additional costs are incurred by Ameritech-Ohio for MCI specific diversity, Ameritech-Ohio will advise MCI of the applicable additional charges. Ameritech-Ohio will not process the request for diversity until MCI accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until MCI accepts the additional charges

10.5 Digital Cross-Connect System (DCS)

10.5.1 Ameritech-Ohio will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to inter-exchange carriers. DCS requested by MCI shall be subject to additional charges as outlined in Appendix Pricing.

10.6 Network Reconfiguration Service (NRS)

10.6.1 Ameritech-Ohio will offer reconfiguration service as part of the UDT element with the same functionality that is offered to inter-exchange carriers. charge for reconfiguration service is outlined in Appendix Pricing.

10.7 Dark fiber transport

10.7.1 Dark fiber transport is defined as Ameritech-Ohio optical transmission facilities without attached multiplexing, aggregation or other electronics.

10.8 Intentionally Omitted.

11 OPERATOR SERVICES AND DIRECTORY ASSISTANCE

- 11.1 Ameritech-Ohio shall provide nondiscriminatory access in accordance with Section 51.311 and Section 251(c)(3) of the Act to operator services and directory assistance on an unbundled basis to MCI for the provision of a telecommunications service only where Ameritech-Ohio does not provide MCI with customized routing or a compatible signaling protocol. Operator services are any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call and are available as described in Appendix Operator Services. Directory assistance is a service that allows subscribers to retrieve telephone numbers of other subscribers and is available as described in Appendix Directory Assistance.

12 SIGNALING NETWORKS AND CALL-RELATED DATABASES

- 12.1 Ameritech-Ohio shall provide nondiscriminatory access, in accordance with Section 51.311 and Section 251 (c) (3) of the Act, to signaling networks, call-related databases, and service management systems on an unbundled basis to MCI for the provision of a telecommunications service.
- 12.2 Signaling Networks: Signaling networks include, but are not limited to, signaling links and signaling transfer points and are available as described in Appendix SS7.
- 12.3 Call Related Databases: Call-related databases are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing or other provision of a Telecommunications Service.
- 12.3.1 For purposes of switch query and database response through a signaling network, Ameritech-Ohio shall provide access to its call-related databases, including but not limited to, 911 Database, E911 Database, Toll Free Calling Database, Advanced Intelligent Network Databases, and downstream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases, as described in their respective Appendices.
- 12.4 Service Management Systems:
- 12.4.1 A service management system is defined as a computer database or system not part of the public switched network that, among other things:
- 12.4.1.1 Interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call; and
- 12.4.1.2 Provides Telecommunications Carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.
- 12.4.2 Access to Service Management Systems is available as described in Appendix SS7.

13 OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 13.1 Ameritech-Ohio shall provide nondiscriminatory access in accordance with Section 51.311 and Section 251 (c)(3) of the Act to operations support systems on an unbundled basis to MCI for the provision of a telecommunications service. Operations support system functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Ameritech-Ohio's databases and information.

Ameritech-Ohio, as part of its duty to provide access to the pre-ordering function, must provide MCI_m with nondiscriminatory access to the same detailed information about the loop that is available to Ameritech-Ohio. Access to OSS is available as described in Appendix OSS.

14 CROSS CONNECTS

- 14.1 Intentionally Omitted.
- 14.2 Pricing for cross connects for Ameritech-Ohio are provided as set forth in Appendix Pricing.
- 14.3 The applicable Loop cross connects for UNE Connection Methods referenced herein are as follows:
 - 14.3.1 2-Wire Analog Loop to UNE Connection Methods point of access
 - 14.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access
 - 14.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access
 - 14.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access
- 14.4 The applicable Unbundled Dedicated Transport cross connects for UNE Connection Methods referenced herein are as follows:
 - 14.4.1 DS-1 to UNE Connection Methods point of access
 - 14.4.2 DS-3 to UNE Connection Methods point of access
- 14.5 The applicable Switch Port cross connects for UNE Connection Methods referenced herein are as follows:
 - 14.5.1 Analog Line Port to UNE Connection Methods point of access
 - 14.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.
 - 14.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access.
 - 14.5.4 Analog DID Trunk Port to UNE Connection Methods point of access.
 - 14.5.5 DS1 Trunk Port (e.g., PBX Trunk, DID and DOD) to UNE Connection Methods point of access.
- 14.6 Intentionally Omitted.
- 14.7 Intentionally Omitted.
- 14.8 Intentionally Omitted.
- 14.9 Intentionally Omitted.
- 14.10 Ameritech-Ohio shall make available to MCI_m, at MCI_m's request, the following cross connects for Ameritech-Ohio Loop, UDT or Port UNEs:

- 14.10.1 2-wire
- 14.10.2 4-wire
- 14.10.3 6-wire
- 14.10.4 8-wire
- 14.10.5 DS-1
- 14.10.6 DS-3
- 14.10.7 OC-3
- 14.10.8 OC-12
- 14.10.9 OC-48
- 14.10.10 LT1
- 14.10.11 LT3

15 MAINTENANCE OF ELEMENTS

- 15.1 If trouble occurs with unbundled Network Elements (including subloops) provided by Ameritech-Ohio, MCI_m will first determine whether the trouble is in MCI_m's own equipment and/or facilities or those of the end user customer. If MCI_m determines the trouble is in Ameritech-Ohio's equipment and/or facilities, MCI_m will issue a trouble report to Ameritech-Ohio.
- 15.2 Time and Material charges
 - 15.2.1 MCI_m shall pay Time and Material charges (maintenance of service charges/additional labor charges) when MCI_m reports a suspected failure of a Network Element (including subloops) and Ameritech-Ohio dispatches personnel to the end user customer's premises or a Ameritech-Ohio Central Office and to the extent that the trouble was not caused by Ameritech-Ohio's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the Pricing Appendix.
- 15.3 * MCI_m shall pay Time and Material charges when Ameritech-Ohio dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than Ameritech-Ohio or in detariffed CPE provided by Ameritech-Ohio, unless covered under a separate maintenance agreement. Anything to the contrary in this Agreement notwithstanding, Ameritech-Ohio shall not proceed with any repairs pursuant to this Section 15.3 without the consent of MCI_m's end user customer, which consent shall be obtained in accordance with the requirements of this Agreement, including providing MCI_m with documentation of the end user customer's request.
- 15.4 MCI_m shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

- 15.5 If MCIIm issues a trouble report allowing Ameritech-Ohio access to the end user customer's premises and Ameritech-Ohio personnel are dispatched but denied access to the premises, provided Ameritech makes a reasonable effort to enter the premises, then Time and Material charges will apply for the period of time that Ameritech-Ohio personnel are dispatched. Subsequently, if Ameritech-Ohio personnel are allowed access to the premises, these charges will still apply.
- 15.6 If MCIIm requests or approves a Ameritech-Ohio technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, MCIIm will pay Time and Material charges for any additional work to perform such services only in circumstances in which Ameritech-Ohio would have charged its own customer such charges for work performed outside of normal scheduled working hours.
- 15.7 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of performed other than on a normally scheduled workday.

16 UNE COMBINATIONS

- 16.1 At MCIIm's request, Ameritech-Ohio shall provide combinations of unbundled Network Elements in accordance with the requirements of this Section 16, other applicable requirements of this Agreement and Applicable Law, including 47 CFR Section 315. Ameritech-Ohio may not require MCIIm to own or control any local exchange facilities as a condition of offering to MCIIm any Network Element or combination. Ameritech-Ohio may not require MCIIm to combine Network Elements. Ameritech-Ohio shall not separate Network Elements that are already combined on Ameritech-Ohio's network unless requested by MCIIm.
- 16.2 For each Network Element, Ameritech-Ohio shall provide (i) a demarcation point (e.g., at a Digital Signal Cross Connect, Light Guide Cross Connect/Light Distribution frame panel or a Main Distribution Frame, or other location) and (ii) if necessary, access to the demarcation point; such demarcation point being mutually agreeable to the Parties. However, where Ameritech-Ohio provides contiguous UNEs to MCIIm, Ameritech-Ohio will provide the existing interconnections and no demarcation point shall exist between such contiguous Network Elements.
- 16.3 This Section describes the optional connection methods under which Ameritech-Ohio agrees to provide MCIIm with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which Ameritech-Ohio makes these methods available. These methods provide MCIIm access to multiple Ameritech-Ohio UNEs which MCIIm may then combine. The methods listed below provide MCIIm with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
- 16.3.1 Subject to availability of space and equipment, MCIIm may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested Ameritech-Ohio Central Office.

16.3.1.1 (Method 1)

16.3.1.1.1 Ameritech-Ohio will extend Ameritech-Ohio UNEs requiring cross connection to MCI's Physical Collocation Point of Termination (POT) when MCI is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

16.3.1.2 (Method 2)

16.3.1.2.1 Ameritech-Ohio will extend Ameritech-Ohio UNEs that require cross connection to MCI's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

16.3.1.3 (Method 3)

16.3.1.3.1 Ameritech-Ohio will extend Ameritech-Ohio UNEs to MCI's UNE frame that is located outside the Ameritech-Ohio Central Office where the UNEs are to be combined in a closure such as a cabinet provided by Ameritech-Ohio on Ameritech-Ohio property.

16.4 The following terms and conditions apply to all methods when Ameritech-Ohio provides access pursuant to Sections 16.3.1.1 through 16.3.1.3:

- 16.4.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, Ameritech-Ohio will provide a written reply notifying MCI of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.
- 16.4.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of Ameritech-Ohio Central Office space and equipment.
- 16.4.3 MCI may cancel the request at any time, but will pay Ameritech-Ohio's reasonable and demonstrable costs for modifying Ameritech-Ohio's Central Office up to the date of cancellation.
- 16.4.4 MCI may elect to access Ameritech-Ohio's UNEs through Physical Collocation arrangements.
- 16.4.5 MCI shall be responsible for initial testing and trouble sectionalization of facilities containing MCI installed cross connects.
- 16.4.6 MCI shall refer trouble it has sectionalized in the Ameritech-Ohio UNE to Ameritech-Ohio.
- 16.4.7 MCI shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
- 16.4.8 All tools, procedures, and equipment used by MCI to connect to Ameritech-Ohio's network shall comply with technical standards set out in SBC Local

Exchange Carrier Technical Document TP76300MP, to reduce the risk of damage to the network and end user customer disruption.

- 16.4.9 MCI shall designate each Network Element being ordered from Ameritech-Ohio. MCI shall provide an interface to receive assignment information from Ameritech-Ohio regarding location of the UNEs. This interface may be manual or mechanized.
- 16.4.10 Ameritech-Ohio will provide MCI with contact numbers as necessary to resolve assignment conflicts encountered. All contact with Ameritech-Ohio shall be referred to such contact numbers.
- 16.4.11 The use of cellular telephones or two-way pagers is not permitted in Ameritech-Ohio equipment areas.

16.5 CURRENTLY EXISTING UNE COMBINATIONS

- 16.5.1 A "currently existing combination" includes the situation when MCI orders all of the Ameritech-Ohio UNEs required either to migrate an Ameritech-Ohio end-user customer, another Telecommunications Carrier's pre-existing Unbundled Network Elements Platform (UNE-P) end-user customer, or MCI's or another Telecommunications Carrier's resale end-user customer to a pre-existing combination.
- 16.5.2 A "currently existing combination" means a combination of UNEs that is currently in existence also referred to as physically connected, and requires no more effort than entering commands at a terminal (e.g., dial tone activation or cross connect activation). No physical work is required by Ameritech Ohio at an Ameritech-Ohio premises, an outside plant location, or a customer premises, in order to establish physical connections between a currently existing combination of UNEs.
- 16.5.3 For each and every provision of a currently existing combination of UNEs to provide to MCI a UNE-P with an unbundled loop and the associated unbundled local switching with shared transport (ULS-ST) combination specifically set forth below in this section, as and to the extent specified in the Order, Ameritech-Ohio shall charge MCI a single non-recurring charge per combination in accordance with the Order or subsequent Commission orders:
 - 2-Wire Basic Analog Loop with Basic Line Port
 - 2-Wire P.B.X. Ground Start Analog Loop with Ground Start Port
 - 2-Wire Basic Analog Loop with CENTREX Basic Line Port
 - 2-Wire Electronic Key Line Analog Loop with CENTREX EKL Line Port
 - 2-Wire 160 kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
 - 2-Wire 160 kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
- 16.5.3.1 The nonrecurring charge in this section applies in lieu of nonrecurring charges for:
 - Loop order
 - Port order
 - Loop connection
 - Port connection
- 16.5.4 For each request for a currently existing combination to provide to MCI a UNE-P that does not fall within those unbundled loop/local switching

port/shared transport combinations specified in Section 16.5.3, the non-recurring installation and service order charges for the requested ULS-ST port type will apply, and the appropriate service order charges for the particular unbundled loop requested will apply.

- 16.5.5 The nonrecurring charges in this section are Non-Voluntary Terms as ordered by the Public Utilities Commission of Ohio in Case Number 96-922-TP-UNC and 00-1368-TP-ATA.

16.6 NEW UNE COMBINATIONS

- 16.6.1 Subject to the provisions hereof and upon MCI's request, Ameritech-Ohio shall meet its combining obligations involving UNEs, including subloops, as provided in and to the extent required by Applicable Law.
- 16.6.2 In accordance with and subject to the provisions of this section, the new UNE combinations set forth in Section 16.7, Schedule – UNE Combinations (Ohio), attached and incorporated into this Agreement shall be made available to MCI as specified in Section 16.7 and this section.
- 16.6.2.1 The following combinations shall not be considered a "new UNE combination" under this section: i) a "currently existing combination" as defined in Section 16.5, ii) the conversion of an existing qualifying special access service to a combination of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000).
- 16.6.3 The parties acknowledge that it is Ameritech-Ohio's position, as provided in this section, inclusive, that the United States Supreme Court in *Verizon Comm. Inc.* held that the duties in FCC Rules 51.315(c) and (d) are subject to restrictions limiting Ameritech-Ohio's obligation to combine UNEs. For example, it is Ameritech-Ohio's position that, without limitation, there is no obligation when MCI is able to make the combinations itself; and that the new UNE combinations provided in this Agreement may exceed its existing obligations as defined in *Verizon Comm. Inc.* As of the Effective Date, there has been no further ruling or other guidance provided by the FCC upon remand of *Verizon Comm. Inc.* In light of that uncertainty, and subject to the following provisions in this section, inclusive, and the reservation of rights in this Agreement, Ameritech-Ohio is willing to perform the actions necessary to complete the actual physical combination for those new UNE combinations set forth in Section 16.7, Schedule – UNE Combinations, to this Agreement, subject to the following:
- 16.6.3.1 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, Ameritech-Ohio shall be relieved of any obligation to perform any combining functions or other actions under this Agreement, in a manner consistent with the UNE combining limitations or restrictions as set forth in such regulatory, judicial, or legislative action; and in accordance with the timeframes set forth in such action, or if no timeframes are set forth, upon the effective date of such regulatory, judicial, or legislative action, and MCI shall thereafter be solely responsible for any such non-included functions or other actions. This section shall apply in accordance with its terms, regardless of any "change of law" or "intervening law" or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this section shall not affect the applicability of any such provisions in situations not covered by that first sentence.
- 16.6.3.2 Without affecting the application of Section 16.6.3.1 (which shall apply in accordance with its provisions), if Ameritech-Ohio either

intends to deny or denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by MCI, (as well as requests where MCI wants Ameritech-Ohio to complete the actual combination), Ameritech-Ohio shall provide written notice to MCI of such denial or of Ameritech-Ohio's intent to deny such request, and in either event, the basis thereof. Such a notice can be given at any time, and from time to time, and for any reason supported by Applicable Law, including the limitations set forth in *Verizon Comm. Inc.* Upon such notice by Ameritech-Ohio, the parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any Ameritech-Ohio obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, Ameritech-Ohio shall initiate a proceeding before the PUCO for a determination whether such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.*, and the Agreement, including this section of this Agreement. MCI reserves its rights to initiate a proceeding before the Commission if such dispute is not resolved between the parties.

- 16.6.4 For a new UNE combination in Section 16.7, Schedule – UNE Combinations, MCI shall issue appropriate service requests. These requests will be processed by Ameritech-Ohio, and MCI will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered, except that an interim nonrecurring charge, subject to true-up, for providing a new UNE-P combination for residential local exchange service, as listed in Appendix Pricing, pursuant to the Order or as modified on Rehearing or Appeal.
- 16.6.5 MCI requests for a new UNE combination that is not listed Section 16.7, Schedule – UNE Combinations (Ohio), or for a combination of UNE(s) with elements possessed by MCI, and subject to the terms herein, inclusive, shall be made by MCI in accordance with either the bona fide requestor special request process applicable under the Agreement (generically referred to as "BFR") or the Bona Fide Request for Ordinarily Combined Combinations (BFR-OC) process as set forth below, whichever is applicable. Any BFR or BFR-OC for such a new UNE combination is subject to the provisions of the Agreement, except to the extent modified by any requirements, criteria and conditions provided for in this Agreement. The recurring and non-recurring charges applicable to other new combinations involving UNEs requested by MCI, via either the BFR or the BFR-OC process as specified in this section, will be assessed based on the resulting combination as defined in the BFR or the BFR-OC Final Quote.

- 16.6.6 A Bona Fide Request Process for Ordinarily Combined Combinations (BFR-OC) is MCI's written request to Ameritech-Ohio to provide an ordinarily combined combination of unbundled Network Elements not specifically identified in Section 16.7, Schedule – UNE Combinations. The BFR-OC Process may only be used for those new UNE combinations that are "ordinarily combined" by Ameritech-Ohio. A new UNE combination will be considered "ordinarily combined" unless (1) Ameritech-Ohio does not provide services using such a combination of unbundled Network Elements, (2) where Ameritech-Ohio does provide services using such combinations, such provisioning is extraordinary (i.e., a limited UNE combination created in order to provide service to a customer under a unique and generally nonrecurring set of circumstances), or (3) the UNE combination contains a Network Element, feature, or functionality that Ameritech-Ohio is not required to provide as, or in conjunction with, an Unbundled Network Element.
- 16.6.6.1 When MCI submits a BFR-OC it shall provide a technical description of each requested feature, capability, functionality and/or unbundled Network Element requested, including specification of what UNEs the MCI requests Ameritech-Ohio to combine.
- 16.6.6.2 For all requests submitted via the BFR-OC process, Ameritech-Ohio will notify MCI within 10 calendar days of receipt of the complete BFR-OC whether Ameritech-Ohio will accept or reject the BFR-OC.
- 16.6.6.3 For each complete BFR-OC accepted by Ameritech-Ohio, it will provide the requesting MCI within 30 calendar days of receipt of the complete BFR-OC a preliminary analysis (i.e., a high level estimate of the rate for the requested UNE combination), together with general terms and conditions that may apply to the offering.
- 16.6.6.4 If MCI notifies Ameritech-Ohio in writing within 30 calendar days of receipt of Ameritech-Ohio's preliminary analysis that MCI wants the Ameritech-Ohio to proceed with development of the "ordinarily combined" UNE combination, Ameritech-Ohio will provide MCI a Final Quote within 60 calendar days of receipt of the written notification to proceed. The Final Quote will include a price quote, a firm delivery date, and any necessary terms and conditions.
- 16.6.6.5 For each complete BFR-OC rejected by Ameritech-Ohio, it will provide the factors upon which the rejection decision was based. If the BFR-OC is rejected because it was for a combination not ordinarily combined, MCI may, at its option, resubmit the request as a standard BFR, according to the provisions of the Agreement.
- 16.6.6.6 Ameritech-Ohio will waive its standard fees associated with the costs for the development of its Preliminary Analysis and Final Quote in the case of a BFR-OC.
- 16.6.6.7 None of the time periods shall begin to run until a complete BFR-OC application required by Ameritech-Ohio is received.
- 16.6.7 If MCI requests new UNE combinations that are not "ordinarily combined" by Ameritech-Ohio, such request shall be made by MCI in accordance with the bona fide request or special request process applicable under the Agreement (generically referred to as "BFR"). In any such BFR, MCI must designate among other things the UNE(s) sought to be combined and the needed

location(s), the order in which the UNEs and any MCI elements are to be connected, and how each connection (e.g., cross-connected) is to be made between an Ameritech-Ohio UNE and the Network Element(s) possessed by MCI.

16.6.7.1 In addition to any other applicable charges, and to the extent not already provided for in the BFR in the Agreement, MCI shall be charged a reasonable cost-based fee for any combining work that is required to be done by Ameritech-Ohio herein. Such cost-based fee shall be calculated using the Time and Material charges as reflected in Appendix Pricing. Ameritech-Ohio's preliminary substantive response to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which MCI requests Ameritech-Ohio to perform work not required herein, MCI shall be charged a market-based rate for any such work.

16.6.8 Without affecting the other provisions hereof, and consistent with Applicable Law, the UNE combining obligations referenced in this section, and subject to the provisions of this section, apply only in situations where each of the following is met:

16.6.8.1 it is technically feasible, including that network reliability and security would not be impaired; and

16.6.8.2 it would not impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with Ameritech-Ohio's network.

16.6.9 The UNE combination known as an "enhanced extended loop" or "EEL" (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to MCI to the extent that the EEL is used to provide a significant amount of local exchange service to a particular End User customer (this limitation is the same as the requirements set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000)); as specified in Section 17 below.

16.6.10 Ameritech-Ohio need not provide combinations involving Network Elements that do not constitute required UNEs, or where UNEs are not requested for permissible purposes.

16.7 SCHEDULE – NEW UNE COMBINATIONS (Not Requiring a BFR to Order)

UNE-P

- 2-Wire Basic Analog loop w/ Basic line Port
- 2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
- 2-Wire Basic Analog loop w/ Analog DID trunk Port
- 2-Wire Basic Analog loop w/ Centrex Basic line Port
- 2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
- 2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
- 2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
- 4-Wire Digital (Loop) with Digital Trunking Trunk Port
- 4-Wire Digital Loop with ULS DS1 Trunk Port
- 4-Wire Digital Loop with ISDN Prime Trunk Port

EELs

- 2-Wire Analog Loop to DS1 or DS3 UDT
- 4-Wire Analog Loop to DS1 or DS3 UDT
- 2-Wire Digital Loop to DS1 or DS3 UDT
- 4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

17 EELs CONVERSIONS**17.1 DESCRIPTION OF CONVERSION AND MCIm CERTIFICATION**

17.1.1 MCIm may request the conversion of a special access arrangement to a UNE Loop and Dedicated Transport combination when it certifies that the special access arrangement is used to provide a significant amount of local exchange service to its end-user customer pursuant to the criteria set forth by the FCC in *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Supplemental Order Clarification, released June 2, 2000 ("Supplemental Order Clarification"), or based on subsequent criteria as defined by the FCC in subsequent Orders released by the FCC that clarify or modify such criteria.

17.1.2 Section 17.1.3 below is intended to describe the self-certification criteria required in the FCC's Supplemental Order Clarification released on June 2, 2000.

17.1.3 MCIm may request that a special access service arrangement be converted to a combination of Unbundled Loop and Unbundled Dedicated Transport Network Elements when MCIm provides a "significant amount of local exchange service" as stated in the Supplemental Order Clarification. The special access service arrangement must meet all the criteria of one of the following options, which must be certified in writing by MCIm to Ameritech-Ohio. The form of such request and certification shall be substantially similar to the forms and processes specified on the Ameritech-Ohio website, or as mutually agreed to by the parties.

17.1.3.1 Option I Criteria

- MCIm certifies in writing that it is the exclusive provider of an end user's local exchange service.
- Each loop-transport combination must terminate at MCIm's collocation arrangement in at least one Ameritech-Ohio central office.
- The loop-transport combination is not allowed to be connected to Ameritech-Ohio's tariffed services other than collocation.
- MCIm can then use the loop-transport combinations that serve the end user to carry any type of traffic pursuant to the FCC's Supplemental Order Clarification, at paragraph 22, part (1).

17.1.3.2 Option II Criteria

- MCIIm certifies in writing that it provides local exchange and exchange access service to the end user customer's premises, handles at least one third (33 percent) of the end user-customer's local traffic measured as a percent of total end user customer local dialtone lines, and certifies that it meets all of the following requirements as applicable:

- For DS-1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually.
 - The entire loop facility has at least 10 percent local voice traffic.
 - When a loop-transport combination includes multiplexing (e.g., DS-1 multiplexed to DS-3 level), then each and every one of the individual DS-1 circuits that are so multiplexed must meet the above criteria.
- Each loop-transport combination must terminate at MCIIm's collocation arrangement in at least one Ameritech-Ohio central office.
- The loop-transport combination is not allowed to be connected to Ameritech-Ohio's tariffed services other than collocation.

17.1.3.3 Option III Criteria

- MCIIm certifies in writing that at least 50 percent of activated channels on the circuit it seeks to reconfigure is used to provide originating and terminating local dialtone service to the end user and certifies that it meets all of the following requirements as applicable:

- At least 50 percent of the traffic on each of these dialtone channels is local voice traffic.
 - The entire loop facility has at least 33 percent local voice traffic.
 - When a loop-transport combination includes multiplexing (e.g., DS-1 multiplexed to DS-3 level), then each and every one of the individual DS-1 circuits that are so multiplexed must meet the above criteria.
- The loop-transport combination is not allowed to be connected to Ameritech-Ohio's tariffed services other than collocation.

17.1.4 Switched Access and Local Interconnection Trunking

17.1.4.1 When MCIIm's switched access trunks ride channelized special access circuits, the switched access trunks must be groomed off of the special access circuit before the special access circuit can be reconfigured to an Unbundled Loop and Unbundled Dedicated Transport combination pursuant to this Agreement.

17.1.4.2 When MCIIm's switched access trunks ride a switched access higher speed circuit, then the trunks must be groomed off, and the circuit

converted to special access before it can be reconfigured to an Unbundled Loop and Unbundled Dedicated Transport combination.

17.1.5 Ongoing Qualification

17.1.5.1 If MCI_m becomes aware subsequent to the reconfiguration from special access to UNEs that for any circuit the certification criteria identified in this section are no longer met, then it shall, within ten (10) calendar days, notify Ameritech-Ohio and the non-qualifying Unbundled Loop and Unbundled Dedicated Transport combination shall be reconfigured to a special access service arrangement.

17.1.5.2 MCI_m will take reasonable measures to ensure that all certifications remain valid and applicable, consistent with the FCC's Supplemental Order Clarification (paragraph 32).

17.2 PRICING PROVISIONS

17.2.1 The applicable recurring monthly rates and charges contained in the Agreement's Pricing Appendix, including without limitation for Unbundled Local Loops, Unbundled Dedicated Transport, cross connects, and multiplexing, shall apply to the loop-transport combinations converted from special access service arrangements hereunder.

17.2.2 The non-recurring charges applied to conversions hereunder shall be in accordance with the PUCO's May 2, 2002 Entry on Rehearing. The charge shall be applied by Ameritech-Ohio to each Local Service Request (LSR) submitted by MCI_m for conversion of a special access circuit to a UNE combination, as specified in Appendix Pricing. Such non-recurring charges shall be interim and subject to true-up, until the PUCO approves the applicable rates for such conversions in Case No. 96-922-TP-UNC.

17.2.3 The rates and charges discussed in this section shall apply until such time as the Commission issues a final order approving the rates, rate elements, and rate structure in Case No. 96-922.

17.3 ORDERING REQUIREMENTS

17.3.1 Orders to Ameritech-Ohio to reconfigure existing special access service arrangements to combinations of Unbundled Loop and Unbundled Dedicated Transport shall be submitted consistent with prior PUCO Orders, to the extent applicable, and pursuant to the ordering requirements posted on Ameritech-Ohio's website.

BONA FIDE REQUEST ("BFR") PROCESS

TABLE OF CONTENTS

1	GENERAL CONDITIONS	3
2	BFR APPLICATION FORM	3
3	RESPONSIBILITIES OF THE PARTIES	3
4	PRICES	5

1 GENERAL CONDITIONS

- 1.1 Any request by MCI for a new, undefined, Unbundled Network Element (a "Request"), or combinations that are not otherwise provided by the terms of this Agreement at the time of such request, shall be made pursuant to the Bona Fide Request process set forth below. Nothing herein shall constitute a requirement that Ameritech-Ohio must provide any services not otherwise required by the Act.
- 1.2 If a Party to a Bona Fide Request ("BFR") believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under the Dispute Resolution and Escalations provisions of this Agreement.

2 BFR APPLICATION FORM

- 2.1 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth by Ameritech-Ohio. A Bona Fide Request shall be submitted in writing and shall, at a minimum, include:
 - 2.1.1 a technical description of each requested unbundled Network Element;
 - 2.1.2 the desired interface specifications;
 - 2.1.3 a statement that the requested unbundled Network Element will be used to provide a Telecommunications Service;
 - 2.1.4 the quantity requested;
 - 2.1.5 the location(s) requested; and
 - 2.1.6 a non-binding forecast relevant to the service or capability requested.

3 RESPONSIBILITIES OF THE PARTIES

- 3.1 Ameritech-Ohio shall promptly consider and analyze the submission of a Bona Fide Request that Ameritech-Ohio provide:
 - 3.1.1 access to a new, undefined unbundled Network Element not otherwise provided hereunder at the time of such request;
 - 3.1.2 customized service for features, capabilities, functionalities of an unbundled Network Element not otherwise provided hereunder at the time of such request.
- 3.2 Within six (6) Business Days of its receipt, Ameritech-Ohio shall acknowledge receipt of the Bona Fide Request.
- 3.3 Analysis Of The BFR
 - 3.3.1 Within thirty (30) calendar days of its receipt of a Bona Fide Request, Ameritech-Ohio shall provide to MCI a Preliminary Analysis of such unbundled Network Element, or requested level of quality thereof that is the subject of the Bona Fide Request or customized feature, capability or functionality of an unbundled Network Element. The Preliminary Analysis shall confirm that Ameritech-Ohio will either provide the request

or will provide a detailed explanation that the request is not technically feasible and/or that the request does not qualify as an unbundled Network Element, or that the request is not required to be provided under the Act and/or, that the BFR is not the correct process for the request.

3.3.2 Bona Fide Request Quote

3.3.2.1 *If Ameritech-Ohio determines that the subject of the Bona Fide Request is technically feasible and is otherwise required to be provided under the Act, Ameritech-Ohio shall provide MCI a firm price quote and availability date for such development ("Bona Fide Request Quote"). The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the request shall be made available.

3.3.2.1.1 Intentionally Omitted.

3.3.2.1.2 Ameritech-Ohio shall provide a Bona Fide Request Quote within such thirty (30) calendar day period for Bona Fide Requests that involve either:

3.3.2.1.2.1 combinations of standard offerings or;

3.3.2.1.2.2 *individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements, for Ameritech-Ohio retail Customers.

3.3.2.1.3 *For all other Bona Fide Requests, Ameritech-Ohio shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than ninety (90) calendar days from the date Ameritech-Ohio received such Bona Fide Request.

3.3.2.2 Within thirty (30) calendar days of its receipt of the Bona Fide Request Quote, MCI must either, (i) confirm its order pursuant to the Bona Fide Request Quote (ii) cancel its BFR and reimburse Ameritech-Ohio for its costs incurred up to the date of cancellation, or, if it believes such quote is inconsistent with the requirements of the Act, (iii) exercise its rights under the Dispute Resolution and Escalations provisions of this contract. If Ameritech-Ohio does not receive notice of any of the foregoing within such thirty (30) calendar day period, or if MCI shall voluntarily cancel its BFR at any time, the BFR shall be deemed canceled. MCI shall be responsible to reimburse Ameritech-Ohio for its reasonable and demonstrable costs incurred up to the date of cancellation.

3.3.2.3 To the extent possible, Ameritech-Ohio will utilize information from previously developed Bona Fide Requests to address similar arrangements in order to shorten the response times for the currently requested Bona Fide Request.

4 PRICES

- 4.1 MCIIm is responsible for all reasonable and demonstrable costs incurred by Ameritech-Ohio to review, analyze and process a BFR, up to and including the submission of a BFR quote.
- 4.2 Unless MCIIm agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

XDSL

TABLE OF CONTENTS

1 INTRODUCTION 3

2 DEFINITIONS..... 3

3 GENERAL TERMS AND CONDITIONS RELATING TO XDSL CAPABLE LOOPS 4

4 XDSL LOOP OFFERINGS..... 6

5 LOOP TECHNOLOGY PRESUMED ACCEPTABLE FOR DEPLOYMENT 7

6 PROVISIONING 10

7 SERVICE QUALITY AND MAINTENANCE 11

8 SPECTRUM MANAGEMENT 12

9 ACCEPTANCE TESTING 13

10 INTENTIONALLY OMITTED 15

11 RATES * 15

12 INTENTIONALLY OMITTED 15

13 OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING 16

1 INTRODUCTION

- 1.1 This Appendix xDSL sets forth the xDSL-Capable Loop offerings, and associated rates, terms and conditions, that Ameritech-Ohio will offer to MCIm for MCIm to use in conjunction with its desired xDSL technologies and equipment to provision xDSL services to its customers.
 - 1.1.1 Pursuant to the requirements of the Commission's order in Case No. 0101319-TP-ARB, MCIm may negotiate a separate broadband service agreement offered by Ameritech-Ohio. Any such separate agreement shall have the same term as this Agreement.
- 1.2 Nothing in this Appendix xDSL shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Appendix xDSL also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.
- 1.3 The recognized standards shall include but not be limited to American National Standards Institute (ANSI) standards and those developed within the International Telecommunications Union (ITU).
- 1.4 Ameritech-Ohio shall provide MCIm with the UNEs and reporting associated with UNEs, described in this Appendix xDSL in compliance with the performance standards set forth in Appendix Performance Measures of this Agreement and those set forth in CC Docket No. 96-98, *Third Report and Order and Fourth Further Notice of Proposed Rulemaking*, FCC 99-238, (released November 5, 1999), Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (Plan of Record or POR), the Uniform and Enhanced OSS POR (OSS POR) and any specific state commission or FCC rule, order, or mandated industry standard proceeding.

2 DEFINITIONS

- 2.1 For the purpose of this Appendix xDSL, a Loop and Sub-loop are as defined in Appendix UNE.
- 2.2 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standard body. Loop technologies presumed acceptable for deployment include, but are not limited to those referenced in Attachment A.
- 2.3 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under 2.2. above. Deployment of non-standard xDSL-based technologies are allowed as provided in this Appendix xDSL.
- 2.4 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or Intermediate Distribution Frame (IDF)

- 2.5 Digital Subscriber Loop or "xDSL" describes loops, which may support various technologies and services over all-copper loops. The 'x' in xDSL is a placeholder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-bit rate Digital Subscriber Line), HDSL2 (high bit rate digital subscriber line 2-wire), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), RADSL (Rate-Adaptive Digital Subscriber Line), MVL (multiple virtual lines), and G.Lite.

3 GENERAL TERMS AND CONDITIONS RELATING TO XDSL CAPABLE LOOPS

- 3.1 * Ameritech-Ohio agrees to provide a copper loop for MCI to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix xDSL. Ameritech-Ohio will provision UNEs at least equal in performance and quality with what it provides to itself, or to an affiliate or subsidiary. Ameritech-Ohio will not impose limitations on the transmission speeds of xDSL services; provided, however, Ameritech-Ohio does not guarantee transmission speeds, available bandwidth nor imply any service level.
- 3.2 MCI's use of any Ameritech-Ohio network element, or of its own equipment or facilities in conjunction with any Ameritech-Ohio network element, will not materially interfere with or impair service over any facilities of Ameritech-Ohio, its affiliated companies or connecting and concurring carriers involved in Ameritech-Ohio services, cause damage to Ameritech-Ohio's plant, impair the privacy of any communications carried over Ameritech-Ohio's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Ameritech-Ohio may discontinue or refuse service if MCI violates this provision, provided that such termination of service will be limited to MCI's use of the element(s) causing the violation. Ameritech-Ohio will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, MCI demonstrates that their use of the network element is not the cause of the network harm. If Ameritech-Ohio does not believe MCI has made the sufficient showing of harm, or if MCI contests the basis for the disconnection, either Party must first submit the matter to dispute resolution as described in the General Terms and Conditions Appendix of this Agreement. Any claims of network harm by Ameritech-Ohio must be supported with specific and verifiable supporting information.
- 3.3 Ameritech-Ohio shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, Ameritech-Ohio will publish non-binding Technical Publications to communicate current standards and their application as set forth in CC Docket No. 98-147, *First Report and Order and Further Notice of Proposed Rulemaking*, FCC 99-48, (rel. March 31, 1999).
- 3.4 Each Party reserves its right to contest whether any xDSL service is subject to the resale and unbundling requirements of federal and state law.
- 3.5 The provision of DSL services is subject to a variety of technical constraints, including loop length and the current design of the loop, which must be free of excessive bridged taps, and loading coils. In addition, clear spectral compatibility standards and spectrum management rules and practices are necessary to ensure the quality, integrity, and reliability of Ameritech-Ohio's network and its existing services.

- 3.6 To ensure spectral compatibility, industry standards bodies such as American National Standards Institute (ANSI) have developed or are in the process of developing Power Spectrum Density (PSD) mask standards to enable multiple technologies to coexist within binder groups. The Parties shall abide by the FCC and/or T1E1.4 spectral management rules and guidelines pertinent for the designated PSD mask type at all times.

3.7 LIABILITY

- 3.7.1 Notwithstanding any other provision of this Appendix, each Party, whether MCI or Ameritech-Ohio, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on Ameritech-Ohio facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.

- 3.7.2 * MCI's use of any Ameritech-Ohio network element, or its own equipment or facilities in conjunction with any Ameritech-Ohio network element, will not materially interfere with or impair service over any facilities of Ameritech-Ohio, its affiliated companies or connecting and concurring carriers involved in Ameritech-Ohio services, cause damage to Ameritech-Ohio's plant, impair the privacy of a communications carried over Ameritech-Ohio's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Ameritech-Ohio may discontinue or refuse service if MCI violates this provision, provided that such termination of service will be limited to MCI's use of the element(s) causing the violation. Subject to Section 9.3 for HFPL or Line Splitting, Ameritech-Ohio will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, MCI demonstrates that their use of the network element is not the cause of the network harm. If Ameritech-Ohio does not believe MCI has made the sufficient showing of lack of harm, or if MCI contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by Ameritech-Ohio must be supported with specific and verifiable supporting information.

3.8 Indemnification

- 3.8.1 Covered Claim: Notwithstanding any other provisions of this Appendix, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end user customer of Indemnitee for which Indemnitee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., MCI's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee (i.e., Ameritech-Ohio) and Indemnitee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user customer.
- 3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.7.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.
- 3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than ten (10) business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.
- 3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability and in any case in which the Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any of Indemnitee's liability.
- 3.8.5 * Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

- 4.1 * Except as set forth in Section 2.10.1 of Appendix UNE of this Agreement, Ameritech-Ohio shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but conditioning is required. In that event, MCI shall be given the opportunity to evaluate the parameters of the xDSL service (or HFPL service) to be provided and determine whether and what type of conditioning it may request to be performed. All conditioning shall be performed at the sole discretion and request of MCI. In addition, the loop should be provisioned to meet basic electrical standards such as metallic conductivity and capacitive and resistance balance. Use of shielded cross connect cable for ADSL will be at the option of MCI.
- 4.2 * For each loop described below, MCI shall, at the time of ordering, notify Ameritech-Ohio as to the Power Spectrum Density (PSD) mask of the technology that MCI will deploy. If and when a change in PSD mask is made, MCI will immediately notify Ameritech-Ohio. Likewise, Ameritech-Ohio will disclose to MCI, upon request, information with respect to the number of loops using advanced service technology within the binder and the type of technology employed on those loops. Ameritech-Ohio will use the PSD provided by MCI for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, MCI shall provide Ameritech-Ohio with a technical description of the technology including power masks for inventory purposes.
- 4.3 * A 2-wire xDSL loop is a copper loop over which MCI may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length) for loops 12,000 feet or less. However removal of load coils, repeaters or excessive bridge taps on an existing loop length greater than 12,000 feet is optional, subject to condition charges, and will be performed at MCI's request. The rates set forth in Appendix Pricing shall apply.
- 4.4 A 2-Wire Digital Loop for purposes of this section is 160Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the Appendix Pricing.
- 4.5 * A 4-Wire xDSL loop for purposes of this section is a copper loop over which MCI may provision DSL Technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length) for loops 12,000 feet or less. However, removal of load coils, repeaters or excessive bridged tap on an existing loop length greater than 12,000 feet is optional, subject to condition charges, and will be performed at MCI's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL loop.

5 LOOP TECHNOLOGY PRESUMED ACCEPTABLE FOR DEPLOYMENT

Ameritech-Ohio shall not deny MCI's request to deploy any loop technology that is presumed acceptable for deployment by MCI, unless it has been demonstrated by Ameritech-Ohio to the Commission in accordance with FCC orders that MCI deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services. For the purpose of this section, "significantly degrade" means to noticeably impair a service from a user's perspective as caused by technology. In the event that MCI wishes to introduce a new technology that does not conform to existing industry standards, and has not been approved by an industry standards body, the FCC, or a state commission. MCI shall provide documentation that demonstrates that its

proposed deployment meets the threshold for presumption of acceptability. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. In the event that MCI wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, MCI will provide documentation describing that action to Ameritech-Ohio and the Commission before or at the time of its request to deploy such technology within Ameritech-Ohio. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. In the event that Ameritech-Ohio rejects a request by MCI for provisioning of advanced services, Ameritech-Ohio will disclose to MCI information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within three to five (3-5) days of the denial.

- 5.1 If loop technology is deployed without significant degradation for twelve (12) months, or industry standards for the technology are established, whichever occurs first, the Parties should consider the technology to be presumed acceptable for deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.
 - 5.1.1 For the twelve (12) month period following the approval of this Agreement by the Commission, MCI may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in Ohio on a trial basis, without the need to make any showing to the Commission. Each technology trial will not be deemed successful until it has been deployed without significant degradation caused by the technology for twelve (12) months or until industry standards have been established, whichever occurs first. Upon request by MCI, Ameritech-Ohio shall cooperate with MCI in the testing and deployment (i.e., field trial) of new xDSL technology.
 - 5.1.2 If MCI can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services, Ameritech-Ohio will not deny MCI's right to deploy new loop technologies that do not conform to the industry standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state Commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services).
 - 5.1.3 Ameritech-Ohio will not deploy any technology covered by this Appendix xDSL or Appendix Line Sharing/Line Splitting for its own retail operations, for the retail operations of an affiliate, or to provide service to a third-party (whether retail or wholesale) until it has made ordering procedures for the related unbundled loop type, and reasonable rates, terms and conditions for such loop type, available to MCI.
- 5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, Ameritech-Ohio will provide a loop to support the new technology for MCI as follows:

- 5.2.1 * If the technology requires the use of a 2-Wire or 4-Wire loop that meets the engineering design criteria of a 2-Wire or 4-Wire loop already provisioned by Ameritech-Ohio, then Ameritech-Ohio will provide MCI_m a loop capable of supporting the new xDSL technology at the same rates listed for the appropriate 2-Wire and 4-Wire loops and associated loop conditioning as needed. All other conditioning shall only be performed upon request by MCI_m.
- 5.2.2 In the event that a xDSL technology requires a loop type that differs from the engineering design criteria of a 2-Wire or 4-Wire xDSL loop already provisioned by Ameritech-Ohio, the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology and infrastructure. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process.
- 5.3 If Ameritech-Ohio or MCI_m claims that a MCI_m service is significantly degrading the performance of other advanced services or traditional voice band services, then Ameritech-Ohio must notify MCI_m and allow MCI_m a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that Ameritech-Ohio or MCI_m demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, MCI_m shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.
- 5.4 Sub-Loop: In locations where Ameritech-Ohio has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology or (3) entirely fiber optic facilities to the end user customer, Ameritech-Ohio will make the following options available to MCI_m:
- 5.4.1 Where spare or dead count copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, MCI_m has the option of requesting Ameritech-Ohio to make copper facilities available.
- 5.4.2 MCI_m has the option of collocating a DSLAM in, or adjacent to Ameritech-Ohio's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When MCI_m collocates its DSLAM at, or adjacent to, Ameritech-Ohio's RTs, Ameritech-Ohio will provide MCI_m with unbundled access to subloops to allow MCI_m to access the copper wire portion of the loop.
- 5.4.3 * Where MCI_m is unable to obtain spare or dead count copper loops necessary to provision a DSL service, and Ameritech-Ohio has placed a DSLAM in the RT, Ameritech-Ohio must unbundle and provide access to its packet switching. Ameritech-Ohio is relieved of this unbundling obligation only if it permits MCI_m to collocate its DSLAM in Ameritech-Ohio's remote terminal, on the same terms and conditions that apply to Ameritech-Ohio's own DSLAM. The rates set forth in Appendix Pricing shall apply to access to the DSLAM.

6 PROVISIONING

- 6.1 * Ameritech-Ohio will not guarantee that the local loop(s) ordered will perform as desired by MCI for xDSL-based services, but will guarantee, at the time of installation, basic metallic loop parameters, including continuity and pair balance. MCI requested testing by Ameritech-Ohio beyond these parameters would be billed on a time and materials basis at the applicable tariffed rates. On loops where MCI has not specifically requested that conditioning be performed, Ameritech-Ohio maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at MCI's request, Ameritech-Ohio will verify continuity, the completion of all requested conditioning, and will repair at no charge to MCI any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops under 12,000 feet, Ameritech-Ohio will remove load coils, repeaters, and excessive bridged taps at no charge to MCI. Provisioning shall include conditioning (i.e., removal of load coils, repeaters, or excessive bridged taps) for xDSL loops less than 12,000 feet and any conditioning requested by MCI for loops greater than 12,000 feet.
- 6.2 "Proof of Continuity" performed during Acceptance Testing shall be determined by performing a physical fault test, from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. The loop will be tested to meet basic metallic loop parameters, pair balance, and electrical characteristics such as electrical conductivity and capacitive and resistive balance. Internal test performed by Ameritech-Ohio at the Central Office during the provision process shall be done at no charge to MCI. Ameritech-Ohio is not required to provide the results of this internal test to MCI.
- 6.3 Ameritech-Ohio shall provide Acceptance Testing as outlined in Section 9 of this Appendix xDSL.
- 6.4 MCI shall designate, at MCI's sole option, what loop conditioning Ameritech-Ohio is to perform in provisioning the xDSL loop(s) and subloop(s) on the loop order. Conditioning may be ordered on loop(s) and subloop(s) of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop and subloop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitance and resistive balance. The provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 6.5 The provisioning and installation interval for xDSL-capable loops where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop) on orders for 1-20 loops per order or per end user customer location, will be 3-5 business days, or the provisioning and installation interval applicable to Ameritech-Ohio's tariffed xDSL-based services, or its affiliate's, whichever is shorter.
- 6.6 The provisioning and installation intervals for xDSL-capable loops, where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to Ameritech-Ohio's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is shorter. In the event MCI's end user customer require conditioning during non-working hours, the due date may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply.

- 6.7 Orders for more than 20 loops per order or per end user customer location, where no conditioning is requested will have a provisioning and installation interval of ten (10) business days, or as agreed upon by the Parties. In the event MCIm's end user customer require conditioning during non-working hours, the due date may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply.
- 6.8 Orders for more than twenty (20) loops per order which require conditioning will have a provisioning and installation interval agreed by the Parties in each instance.
- 6.9 Subsequent to the initial order for a xDSL capable loop, subloop, additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, MCIM agrees that standard offered intervals do not constitute performance measurement commitments.
- 6.10 MCIm, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop when used to provision ADSL over a DSL-capable loop provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.
- 6.11 Intentionally Omitted.

7 SERVICE QUALITY AND MAINTENANCE

- 7.1 * Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops greater than 12,000 will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where MCIm has requested that no conditioning be performed, Ameritech-Ohio's maintenance will be limited to verifying loop suitability based on POTS design criteria (TR-60, 1999). For loops having had partial or extensive conditioning performed at MCIm's request, Ameritech-Ohio will verify continuity, the completion of all requested conditioning, and will repair at no charge to MCIm any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops under 12,000 feet, Ameritech-Ohio will remove load coils, repeaters, and excessive bridged taps at no charge to MCIm. Provisioning shall include conditioning (i.e., removal of load coils, repeaters, or excessive bridged taps) for xDSL loops less than 12,000 feet and any conditioning requested by MCIm for loops greater than 12,000 feet.
- 7.2 MCIm will pay time and material charges when MCIm reports a suspected failure of a network element and Ameritech-Ohio dispatches personnel to the end user customer's demarcation, Ameritech-Ohio's central office or remote terminal, and the trouble was not caused by Ameritech-Ohio. These charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. When MCIm reports trouble to Ameritech-Ohio, and Ameritech-Ohio finds no trouble with its facilities or equipment, and subsequently, MCIm dispatches a technician and the trouble is Ameritech-Ohio's responsibility, then Ameritech-Ohio will pay the cost for dispatching MCIm's technician.

- 7.3 Ameritech-Ohio and MCIIm agree to coordinate in good faith any testing, repair and maintenance that will significantly impact service provided by the other party. MCIIm may request cooperative testing. If trouble occurs with unbundled Network Elements provided by Ameritech-Ohio, MCIIm will first determine whether the trouble is in MCIIm's own equipment and/or facilities or those of the end user customer. If MCIIm determines the trouble is in Ameritech-Ohio's equipment and/or facilities, MCIIm will issue a trouble ticket to Ameritech-Ohio.

8 SPECTRUM MANAGEMENT

* MCIIm will advise Ameritech-Ohio of the Power Spectrum Density "PSD" mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. MCIIm, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering an xDSL-capable loop, MCIIm will notify Ameritech-Ohio as to the type of PSD mask MCIIm intends to use on the ordering form, and if and when a change in PSD mask is made, MCIIm will notify Ameritech-Ohio. MCIIm will abide by standards pertinent for the designated PSD mask type. Since Ameritech-Ohio does not perform any Spectrum Management on xDSL capable loops, Ameritech-Ohio agrees that MCIIm's order for xDSL-capable Loops will not be delayed by any lack of availability of a specific binder group or "spectrum exhaust." If Ameritech-Ohio initiates a reconfiguration of loops into a different binder group, it shall do so in a competitively neutral manner consistent with all relevant industry standards and at no cost to MCIIm.

- 8.1 * Ameritech-Ohio agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. Ameritech-Ohio will attempt to assign loops so as to minimize interference between and among advanced services, including xDSL-based services, and other services. Ameritech-Ohio may not segregate xDSL technologies into designated binder groups without specific state commission review and approval, or approved industry standard. In all cases, Ameritech-Ohio will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by MCIIm or by Ameritech-Ohio as well as competitively neutral as between different xDSL services. Where disputes arise, Ameritech-Ohio and MCIIm will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, Ameritech-Ohio will, upon request from MCIIm, disclose within 3-5 days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved Parties may examine the deployment of services within the affected loop plant.
- 8.2 In the event that a loop technology without industry standards for spectrum management is deployed, Ameritech-Ohio, MCIIm and the specific state commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services based on the FCC, T1E1.4, and ITU spectral management rules and guidelines. These standards are to be used until such time as industry standards exist. When MCIIm offers xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the specific state commission, or by the specific state commission in the absence of industry agreement, it may order local loops based on agreed-to performance characteristics. Ameritech-Ohio will assign the local loop consistent with the agreed-to spectrum management standards.

- 8.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix xDSL, Ameritech-Ohio and MCIIm agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.
- 8.4 Within ninety (90) days after general availability of equipment conforming to industry spectrum management standards or the mutually agreed upon standards developed by the industry in conjunction with the specific state commission or FCC, if Ameritech-Ohio and/or MCIIm is providing xDSL technologies or other advanced services for which there is no spectrum management standard, then Ameritech-Ohio and/or MCIIm must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such new standards at its own expense. If the development of these procedures is not completed within ninety (90) days after MCIIm's request to develop these procedures, Ameritech-Ohio and MCIIm will jointly seek expedited resolution by the Commission of all remaining issues.

9 ACCEPTANCE TESTING

- 9.1 Ameritech-Ohio and MCIIm agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery.
- 9.2 Should MCIIm desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.
 - 9.2.1 If the LSR was placed without a request for Acceptance Testing, and MCIIm should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.
- 9.3 Acceptance Testing Procedure:
 - 9.3.1 Upon delivery of a loop to/for MCIIm, Ameritech-Ohio's field technician will call the LOC and the LOC tester will call a toll free number provided by MCIIm to initiate performance of a series of Acceptance Tests.
 - 9.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the Ameritech-Ohio field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
 - 9.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the Ameritech-Ohio field technician will not perform a short or open circuit due to technical limitations.
 - 9.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, MCIIm will provide Ameritech-Ohio with a confirmation number and Ameritech-Ohio will complete the order. MCIIm will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

- 9.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with MCI on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the MCI representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, Ameritech-Ohio will re-contact the MCI representative to repeat the Acceptance Test. When the aforementioned test parameters are met, MCI will provide Ameritech-Ohio with a confirmation number and Ameritech-Ohio will complete the order. If MCI xDSL service does not function as desired, yet test parameters are met, Ameritech-Ohio will still close the order. Ameritech-Ohio will not complete an order that fails Acceptance Testing.
- 9.3.4 Until such time as MCI and Ameritech-Ohio agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, MCI agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, Ameritech-Ohio agrees that should MCI open a trouble ticket and an Ameritech-Ohio network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an Ameritech-Ohio fault), Ameritech-Ohio, upon MCI request, will adjust MCI's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 9.3.5 Ameritech-Ohio will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by MCI when MCI cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. Ameritech-Ohio may then close the order utilizing existing procedures, document the time and reason, and may bill MCI as if the Acceptance Test had been completed and the loop accepted, subject to Section 9.4 below.
- 9.3.6 If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from Ameritech-Ohio error as determined through standard testing procedures, MCI will be credited for the cost of the Acceptance Test. Additionally, MCI may request Ameritech-Ohio to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 9.4 below.
- 9.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

9.4 Acceptance Testing Billing

9.4.1 MCI will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, MCI may indicate that it believes that Ameritech-Ohio is failing to install loops that are acceptable under the terms and definitions of this Appendix.

9.4.1.1 Ameritech-Ohio will perform an unbiased random sampling of MCI's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that Ameritech-Ohio is correctly provisioning loops with continuity and ordered conditioning ninety percent (90%) of the time over any two (2) month period of time, Ameritech-Ohio may continue charging for Acceptance Testing for all. If the sampling results show that Ameritech-Ohio is not correctly provisioning loops ninety percent (90%) of the time, or greater, Ameritech-Ohio may then perform a comprehensive analysis of the population.

9.4.1.2 If the sampling results from Section 9.4.1.1 above show that Ameritech-Ohio is in non-compliance with the conditioning success rate, as defined in this Appendix, then MCI will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of MCI's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

9.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, Ameritech-Ohio may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 9.4.1.2 above, be performed to determine whether Ameritech-Ohio can show compliance with the minimum success rates, as defined in Section 9.4.1.1 above. If the sampling result shows Ameritech-Ohio is again in compliance, billing for Acceptance Testing shall resume.

9.4.1.4 Regardless of whether Ameritech-Ohio is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. Ameritech-Ohio will not bill for loop repairs when the repair resulted from an Ameritech-Ohio problem.

9.5 Prices for Acceptance Testing are set forth in Appendix Pricing

10 INTENTIONALLY OMITTED

11 RATES *

See Appendix Pricing. Loop conditioning for loops of 12,000 feet or less are at no charge.

12 INTENTIONALLY OMITTED

13 OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

- 13.1 General: Ameritech-Ohio will provide MCIIm with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in Ameritech-Ohio's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, MCIIm will be given nondiscriminatory access to the same loop makeup information that Ameritech-Ohio is providing any other CLEC and/or Ameritech-Ohio's retail operations or its advanced services affiliate.
- 13.2 Loop Pre-Qualification: Subject to 13.1 above, Ameritech-Ohio's pre-qualification will provide a near real time response to MCIIm queries. Until replaced with OSS access as provided in 13.1, Ameritech-Ohio will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to MCIIm and is available at no charge.
- 13.3 Loop Qualification: Subject to 13.1 above, Ameritech-Ohio will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow MCIIm's, as well as Ameritech-Ohio's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.
- 13.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 13.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in Ameritech-Ohio's electronic databases. MCIIm will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.
- 13.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. MCIIm will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.
- 13.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 13.3.2 above. MCIIm will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.
- 13.4 All three categories of loop qualification are subject to the following:
- 13.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to MCIIm.
- 13.4.2 If MCIIm elects to have Ameritech-Ohio provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to Ameritech-Ohio's affiliate, whichever is less.

- 13.4.3 If the results of the loop qualification indicate that conditioning is available, MCI may request that Ameritech-Ohio perform conditioning at charges set forth in Appendix Pricing. MCI may order the loop without conditioning or with partial conditioning if desired.
- 13.4.4 For HFPL, if MCI's requested conditioning will degrade the customer's analog voice service, Ameritech-Ohio is not required to condition the loop. However, should Ameritech-Ohio refuse MCI's request to condition a loop, Ameritech-Ohio will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

Attachment A

xDSL Technologies Presumed Acceptable for Deployment

The technologies listed in this Attachment A are presumed acceptable for deployment. This list should be expanded as additional services are deployed, or industry standards developed. As standards are developed or updated, these standards shall automatically incorporated by a reference as if fully set forth herein.

The following technologies currently have a national standard in place:

Technology	Standard
ADSL	T1E1 LB869 (T1E1.4/2000-002R3)/ANSI T1.413 1998 (Issue 2) FDM/ITU 992.1
SDSL	(2B1Q) ANSI TR.28/ ITU 991.1
IDSL	ANSI T1.601
HDSL	ANSI TR28/ITU 991.1
HDSL2	
VDSL	
RADSL	ANSI T1.413 1998 (Issue 2)
MVL	
G.Lite	

The following technologies have been successfully deployed with no apparent degradation of the performance of other services although speeds are not guaranteed by Ameritech-Ohio.

SDSL	160 kb/s - 784 kb/s
SDSL	1.0 - 1.5 Mb/s

LINE SHARING

TABLE OF CONTENTS

1	INTRODUCTION	3
2	DEFINITIONS.....	4
3	GENERAL TERMS AND CONDITIONS RELATED TO UNBUNDLED HFPL AND LINE SPLITTING	5
4	HFPL AND LINE SPLITTING NETWORK ELEMENTS.....	5
5	LOOP OFFERING.....	6
6	OSS	7
7	PROVISIONING	7
8	SERVICE QUALITY AND MAINTENANCE	8
9	HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES.....	11
10	LINE SHARE TURN-UP TESTING PROCEDURES.....	11
11	SPECTRUM MANAGEMENT	12

1 INTRODUCTION

- 1.1 This Appendix Line Sharing sets forth the terms and conditions under which Ameritech-Ohio will provide MCI_m with unbundled line-shared high frequency portion of the loop ("HFPL") Unbundled Network Elements, and associated terms and conditions, that Ameritech-Ohio will offer to MCI_m for MCI_m to use to provide HFPL to its end user customers. In addition to the terms and conditions of this Appendix Line Sharing, Ameritech-Ohio shall make unbundled HFPL Network Elements available to MCI_m in accordance with applicable terms and conditions of Appendix UNE and Appendix xDSL, which are hereby incorporated into this Appendix Line Sharing by this reference. In the event of a conflict between the terms of this Appendix Line Sharing and Appendix xDSL, or between this Appendix Line Sharing and Appendix UNE, the Parties agree that the terms of this Appendix Line Sharing shall control.
- 1.2 The Parties agree that final outcomes from the SBC 13-State Line Sharing Collaborative may, at MCI_m's request, be incorporated into this Appendix Line Sharing and that the Parties will negotiate in good faith to arrive at an agreement on conforming modifications. If negotiations for such amendments fail, either Party may seek to resolve such disputes in accordance with the Dispute Resolution and Escalation requirements of this Agreement.
- 1.3 * MCI_m may provide voice and data services over the same loop by engaging in "line splitting" as set forth in paragraph 323-29 of the FCC's Texas 271 Order (CC Docket 00-65 (FCC 00-238), released June 30, 2000). Consistent with that Order, Ameritech-Ohio shall not be required to provide low frequency voice service to CLEC "A" and high frequency data service to CLEC "B" on the same loop. Any line splitting between two CLECs shall be accomplished between those parties and shall not utilize the HFPL product, as defined in this Appendix Line Sharing, or any Ameritech-Ohio splitters. MCI_m shall provide any splitters used for line splitting. To implement line splitting, MCI_m may order, including using supporting OSS, loops, unbundled switching, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in this Agreement.
- 1.4 The Parties enter into this Appendix Line Sharing without waiving current or future relevant legal rights and without prejudicing any position either Party may take on relevant issues before industry forums and collaboratives, state or federal regulatory or legislative bodies, or courts of competent jurisdiction.
- 1.5 Ameritech-Ohio shall provide MCI_m with the UNEs and reporting associated with UNEs, described in this Appendix Line Sharing in compliance with the performance standards set forth in Appendix Performance Measurements of this Agreement and those set forth in CC Docket No. 96-98, *Third Report and Order and Fourth Further Notice of Proposed Rulemaking*, FCC 99-238, (released November 5, 1999), Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (Plan of Record), the Uniform and Enhanced OSS POR (OSS POR) and any specific state Commission or FCC rule, order, or mandated industry standard proceeding.
- 1.6 Ameritech-Ohio shall provide MCI_m with the services provided pursuant to this Appendix at the rates set forth in Appendix Pricing of this Agreement.

2 DEFINITIONS

- 2.1 Terms not defined herein shall have the meaning set forth in Appendix xDSL, Appendix UNE, or Appendix Definitions.
- 2.2 "Digital Added Main Line" or "DAML" is a technology employed to derive multiple voice-grade POTS circuits from a single copper pair.
- 2.3 Intentionally Omitted.
- 2.4 * "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. Ameritech-Ohio shall only make the HFPL available to MCI in those instances where Ameritech-Ohio is also providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user customer.
- 2.5 Intentionally Omitted.
- 2.6 "Line Share Turn-Up Test" shall be defined as testing for HFPL by the Parties as more specifically described in Section 10 in accordance with the Line Share Turn-Up Test in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section.
- 2.7 * Line Splitting: Line Splitting occurs when a single carrier or two partner carriers provide voice and data services over the same unbundled xDSL-capable loop. Ameritech-Ohio must permit MCI to engage in line splitting where MCI purchases the entire loop and provides its own splitter. For instance, if MCI is providing voice service using the UNE-platform, it can order an unbundled xDSL-capable loop terminated to a collocated splitter and DSLAM equipment and unbundled switching combined with shared transport, to replace its existing UNE-platform arrangement with a configuration that allows provisioning of both data and voice services. In this situation, Ameritech will provide the loop that was part of the existing UNE-platform as the unbundled xDSL-capable loop, unless the loop that was used for the UNE-platform is not capable of supporting xDSL service. MCI may also use an unbundled xDSL-capable loop and unbundled switching elements to provide voice and data service to an end user not already served via the UNE-platform.
- 2.8 "Splitter" is a device that divides the data and voice signals concurrently moving across a Loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to a packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer ("DSLAM") equipment or may be externally mounted.

3 GENERAL TERMS AND CONDITIONS RELATED TO UNBUNDLED HFPL AND LINE SPLITTING

- 3.1 In addition to the general terms and conditions set forth in this Section 3, Ameritech-Ohio shall make HFPL and Line Splitting available to MCI in accordance with the terms and conditions of Section 4 of Appendix xDSL (General Terms and Conditions Related to Unbundled xDSL-Capable Loops).
- 3.2 Ameritech-Ohio will provide HFPL and Line Splitting for MCI to deploy xDSL technologies Presumed Acceptable For Deployment or Non-Standard xDSL-Based Technology as defined in Appendix xDSL. Ameritech-Ohio will not impose limitations on the transmission speeds of xDSL services; provided, however, that Ameritech-Ohio does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the FCC's Line Sharing Order, MCI may only deploy xDSL technologies using HFPL or Line Splitting when the HFPL or the Line Splitting does not interfere with analog voice band transmission.

4 HFPL AND LINE SPLITTING NETWORK ELEMENTS

- 4.1 * Ameritech-Ohio shall support MCI's ability to provide combinations of voice services, data services, or voice and data services, to the extent provided in this Appendix Line Sharing.
 - 4.1.1 Intentionally Omitted.
 - 4.1.2 Intentionally Omitted.
- 4.2 When Ameritech-Ohio is the provider of retail POTS analog voice service on the same Loop to the same end user customer, Ameritech-Ohio shall provide MCI with HFPL access on that same Loop, provided that such Loop meets the Loop requirements as defined in Section 4 of Appendix xDSL.
- 4.3 * Line Splitting. Ameritech-Ohio will provide Line Splitting to MCI in accordance with the requirements of this Appendix Line Sharing. If MCI is providing voice service over UNE-P and orders an unbundled xDSL-capable Loop in order to also provide data services, Ameritech-Ohio will provide the Loop that was part of the existing UNE-P as the unbundled xDSL-capable Loop. Ameritech-Ohio will interrupt, if at all, MCI's voice services only to the extent necessary to provision the data services under the Line Splitting arrangement.
- 4.4 * Use of High Bandwidth Services Supplier. MCI may identify one or more CLECs as an authorized High Bandwidth Service Supplier ("HBSS"), authorized by MCI to add, change or delete Advanced Services capabilities on a xDSL-capable Loop employed or ordered by MCI. If MCI chooses to utilize HBSSs under this section, the orders issued by the HBSS must appear, in all ways, as if the orders were submitted by MCI. For orders submitted under this Appendix Line Sharing, Ameritech-Ohio will treat the order in exactly the same manner as if MCI, and not a third party, submitted the order.
- 4.5 * MCI will indemnify and hold harmless Ameritech-Ohio and each of its officers, directors, employees, and agents against any liability or damage arising out of the negligence and willful acts of an authorized HBSS. MCI specifically releases Ameritech-Ohio from any liability or damage that might result from Ameritech-Ohio's processing of an order submitted by an authorized HBSS on behalf of MCI.

5 LOOP OFFERING

- 5.1 Sub-Loop: In locations where Ameritech-Ohio has deployed: (1) DLC systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) DAML technology; or (3) entirely fiber optic facilities to the end user customer Ameritech-Ohio will make the following options available to MCI:
- 5.1.1 Where spare or dead count copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, MCI has the option of requesting that Ameritech-Ohio make copper facilities available.
- 5.1.2 MCI has the option of collocating a DSLAM in, or adjacent to, Ameritech-Ohio Remote Terminal at the fiber/copper interface point, pursuant to collocation terms and conditions. When MCI collocates its DSLAM at, or adjacent to, Ameritech-Ohio Remote Terminals, Ameritech-Ohio will provide MCI with unbundled access to subloops to allow MCI to access the copper wire portion of the loop.
- 5.1.3 * Where MCI is unable to obtain spare or dead count copper loops necessary to provision a DSL service, and Ameritech-Ohio has placed a DSLAM in the Remote Terminal, Ameritech-Ohio must unbundle and provide access to its DSLAM. Ameritech-Ohio is relieved of this requirement to unbundle its DSLAM if it permits MCI to collocate its DSLAM in the RT on the same terms and conditions that apply to Ameritech-Ohio's own DSLAM. The rates set forth in Appendix Pricing shall apply to access to Ameritech-Ohio's DSLAM.
- 5.1.4 When requested by MCI, Ameritech-Ohio will remove DAML as a part of line conditioning when it is unable to obtain a spare copper loop necessary to provision a DSL service, of such removal affects only one (1) customer and the customer agrees to such removal. MCI will pay Ameritech-Ohio the rate for removal of such DAML set forth in the Appendix Pricing.
- 5.2 * When Ameritech-Ohio traditional retail POTS services are disconnected (as opposed to suspended), Ameritech-Ohio will notify MCI that the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or will be disconnected at MCI's option. Absent a request from MCI to disconnect use of the HFPL within three (3) business days of such notification from Ameritech-Ohio, Ameritech-Ohio will automatically convert the HFPL to a full standalone UNE loop. In the event the HFPL is converted to a full standalone UNE loop, Ameritech-Ohio will not cause or require any interruption in service (except as provided below) to execute the loop access status change, unless otherwise requested by MCI. In the event MCI requests the splitter be removed from the loop, MCI shall pay for reconfiguration associated with removal of the splitter. When Ameritech-Ohio removes an Ameritech-Ohio owned splitter to convert the customer to a standalone loop, a momentary service outage (e.g., less than one minute or as defined by the FCC) in MCI's data service will occur provided that such outage does not conflict with any FCC decision, rule or regulation. In the event of a conflict with any FCC order, Ameritech-Ohio must seek relief from the FCC.

- 5.3 Ameritech-Ohio shall not be required to obtain the prior written consent of MCI_m before migrating an end user customer who is presently receiving MCI_m's data services; provided, however, Ameritech-Ohio shall not decommission an old copper loop when to do so eliminates MCI_m's ability to offer, or to continue to provide, DSL service subject to the following conditions:
- 5.3.1 Ameritech-Ohio shall not be restricted from decommissioning the copper line if the existing DSL customer and/or MCI_m elects not to purchase and pay for the entire UNE copper loop.
- 5.3.2 If, however, the existing MCI_m DSL customer and MCI_m elect to pay for the entire UNE copper loop (and thereby to continue DSL service over the existing copper line even when the customer's voice service is transported over a fiber portion of the loop), Ameritech-Ohio may not decommission the copper line until rates, terms and conditions for transport over fiber have been negotiated, mediated and/or arbitrated by the Parties under the Act. In addition, Ameritech-Ohio will continue to reasonably maintain copper lines so MCI_m has the ability to offer, or continue to provide, xDSL service. Ameritech-Ohio may, in the normal course of maintenance and upgrades, reuse existing copper for other purposes, but only if the copper stays in its existing location and continues to be available for use by MCI_m (e.g., not if reuse requires removing the copper and placing it in a different geographic area).
- 5.4 * Ameritech-Ohio shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-355, paragraph 75.
- 5.5 * HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where Ameritech-Ohio is not the retail POTS provider. In the event that the FCC issues an order requiring Ameritech-Ohio to provision access to the HFPL as part of a UNE-P, Ameritech-Ohio shall comply with such order when effective and without delay. Any Ameritech-Ohio Amendment implementing such an FCC ruling must provide that the service is available to begin consistent with any date ordered by the FCC and will become effective when filed at the Commission, unless otherwise ordered by the Commission.
- 5.6 Intentionally Omitted.

6 OSS

Ameritech-Ohio shall provide MCI_m with OSS access and information for HFPL and Line Splitting in accordance with the applicable terms and conditions of Appendix xDSL, Appendix UNE and Appendix OSS of this Agreement.

7 PROVISIONING

- 7.1 In addition to the terms and conditions of this section, Ameritech-Ohio shall provide MCI_m with provisioning for HFPL and Line Splitting, when applicable, in accordance with the terms and conditions of Appendix xDSL.
- 7.2 * For HFPL, if MCI_m's requested conditioning will significantly degrade the customer's analog voice service, Ameritech-Ohio is not required to condition a Loop. However, should Ameritech-Ohio refuse MCI_m's request to condition a Loop, Ameritech-Ohio will either (a) locate another Loop that has been or can be

conditioned, migrate Ameritech-Ohio's voiceband service to that Loop and provide MCIIm with access to the HFPL on that alternative Loop; or (b) make an affirmative showing to the Commission that conditioning the specific Loop in question will significantly degrade voice band services. Provisioning intervals for HFPL are the same as those set forth in Section 7 of Appendix xDSL. If Ameritech-Ohio denies a Loop conditioning request from MCIIm, Ameritech-Ohio shall send to MCIIm, within 24 hours of denying MCIIm's request, a letter explaining in sufficient detail the technical criteria upon which Ameritech-Ohio based its determination. This letter should also include all the data used by Ameritech-Ohio to reach its conclusion including, but not limited to, the Loop make-up (length, the wire gauge, distribution of load coils) and the resistance design criteria. If such explanation is satisfactory to MCIIm, Ameritech-Ohio shall not be required to make a showing to the Commission. If MCIIm is not satisfied with Ameritech-Ohio's explanation, MCIIm shall notify Ameritech-Ohio within forty-eight (48) hours of receipt of Ameritech-Ohio's letter. Such notification may serve as notification under the Dispute Escalation and Resolution provisions of this Agreement. If any such dispute comes before the Commission, the burden of proof shall be on Ameritech-Ohio.

8 SERVICE QUALITY AND MAINTENANCE

- 8.1 If requested by MCIIm, the Parties shall perform Line Share Turn-up Testing on HFPL in accordance with the requirements set forth in the Line Share Turn Up Test in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section.
- 8.2 Narrowband/voice service: If the narrowband, or voice, portion of a Loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, Ameritech-Ohio shall repair the narrowband portion of the Loop without disturbing the broadband portion of the Loop. Ameritech-Ohio and MCIIm agree to coordinate in good faith any Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will Ameritech-Ohio perform any Splitter testing, repair or maintenance that interrupts the flow of data to a MCIIm customer without first attempting to coordinate with MCIIm to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur; provided, however, if after attempts at reasonable coordination have been made by Ameritech-Ohio without resolution, Ameritech-Ohio may restore narrowband voice service without MCIIm's approval.
 - 8.2.1 Ameritech-Ohio will offer a 24-hour clearing time, excluding weekends and holidays, on trouble reports referred by MCIIm and found to be in the Central Office. If Ameritech-Ohio isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by MCIIm data equipment or MCIIm-owned Splitter, Ameritech-Ohio will attempt to notify MCIIm and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). MCIIm will allow the customer the option of restoring the POTS service if the customer is not satisfied with the repair interval provided by MCIIm. If the customer chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either MCIIm or Ameritech-Ohio (or if MCIIm has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to Ameritech-Ohio cutting around the POTS

Splitter/DSLAM equipment to restore POTS. When MCI_m resolves the trouble condition in its equipment, MCI_m will contact Ameritech-Ohio to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in MCI_m equipment, Ameritech-Ohio will charge MCI_m upon closing the trouble ticket.

8.3 Splitter Maintenance

8.3.1 Ameritech-Ohio is responsible for all testing, repair and maintenance of facilities and equipment on its side of the Splitter and MCI_m is responsible for all testing, repair and maintenance of facilities and equipment on its side of the Splitter.

8.3.2 Ameritech-Ohio and MCI_m agree to coordinate in good faith any Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. As a last resort, Ameritech-Ohio may restore voice service without MCI_m's approval, where Ameritech-Ohio is the voice provider.

8.3.3 Procedures and Access. Ameritech-Ohio will provide resolution of MCI_m-referred trouble tickets for the HFPL in parity with repair intervals Ameritech-Ohio provides its advanced services affiliates for the HFPL.

8.3.3.1 If MCI_m opens a trouble ticket for the HFPL portion of the loop to Ameritech-Ohio and the problem is determined to be in MCI_m's network, MCI_m will pay Ameritech-Ohio the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair, as specified in herein) upon closing the trouble ticket.

8.3.3.2 Intentionally Omitted.

8.3.3.3 MCI_m-Owned Splitter.

8.3.3.3.1 When MCI_m owns the Splitter, MCI_m is responsible for performing maintenance, repair and testing on the Splitter.

8.3.3.3.2 If Ameritech-Ohio isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by MCI_m data equipment or splitter, Ameritech-Ohio will notify MCI_m and request a trouble ticket and a committed restoration time from MCI_m for clearing the reported trouble.

8.3.3.3.3 MCI_m shall not rearrange or modify the retail POTS within its equipment in any way beyond the original HFPL service.

8.3.3.4 Test Head

8.3.3.4.1 Ameritech-Ohio will provide MCI_ms access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a MCI_m utilizing MLT intrusive test scripts, MCI_m must have established data service on that loop and have

specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. MCIIm may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. MCIIm shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on MCIIm's trouble documentation for non-mechanized tests.

8.3.3.4.2 MCIIm hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to Ameritech-Ohio facilities and hereby agrees to release, defend and indemnify Ameritech-Ohio, and hold Ameritech-Ohio harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against Ameritech-Ohio by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by MCIIm.

8.3.3.4.3 MCIIm shall have physical and/or remote test access to new test capabilities on the same terms and conditions (parity treatment) as Ameritech-Ohio provides to other CLECs should such new test capabilities be developed. MCIIm shall have physical and/or remote test access as specified in herein.

8.3.3.5 Either Party may offer the end user customer the option of restoring the POTS line if the end user customer is not satisfied with the repair interval provided by MCIIm. If the end user customer chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either MCIIm or Ameritech-Ohio, the contacted Party will notify the other and provide contact names prior to Ameritech-Ohio "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.

8.3.3.6 When MCIIm resolves the trouble condition in its equipment, MCIIm will contact Ameritech-Ohio to restore the HFPL.

8.3.3.7 In the event the trouble is identified and corrected in MCIIm equipment, Ameritech-Ohio will charge MCIIm the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair, as specified in herein, upon closing the trouble ticket.

8.3.3.8 MCI shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with Ameritech-Ohio.

9 HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

9.1 MCI shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain Splitters. When physically collocating, Splitters shall be installed in MCI's collocation arrangement area (whether caged or cageless) consistent with the collocation provisions set forth in Appendix Collocation of this Agreement. When virtually collocated, Ameritech-Ohio will install, provision and maintain Splitters under the terms and conditions for virtual collocation set forth in Appendix Collocation of this Agreement. Ameritech-Ohio will also allow a MCI-owned shelf to be installed under the terms and conditions of virtual collocation.

9.1.1 When physically collocated, Splitters will be placed in traditional collocation areas as set forth in Appendix Collocation of this Agreement or applicable Commission-ordered tariff. In this arrangement, MCI shall have test access to the line side of the Splitter on the terminating end of the cross connect to the collocation arrangement. When virtually collocated, Ameritech-Ohio will install the Splitter in an Ameritech-Ohio bay and Ameritech-Ohio will access the Splitter on behalf of MCI for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties. MCI is not permitted direct physical access to the MDF or the IDF for testing.

9.1.1.1 Splitter provisioning will use standard Ameritech-Ohio configuration cabling and wiring in Ameritech-Ohio locations. Ameritech-Ohio's Connecting Block layouts will reflect standard recognizable arrangements that will work with Ameritech-Ohio Operations Support Systems ("OSS").

9.1.1.1.1 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

9.1.1.2 All Splitter equipment must be compliant with applicable national standards and NEBS Level 1.

10 LINE SHARE TURN-UP TESTING PROCEDURES

10.1 The Line Share Turn-Up Test will be performed only on HFPL orders. Line Share Turn-Up Test is comprised of several work steps to be completed by Ameritech-Ohio central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

10.2 Line Share Turn-Up Test will be completed by close of business one (1) day prior to due date.

10.3 Detailed procedures of this Line Share Turn-Up Test can be located in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section. MCI shall not be billed for the Line Share Turn-Up Test.

11 SPECTRUM MANAGEMENT

The Parties shall use spectrum management to manage the deployment of HFPL in accordance with the standards set forth in Section 8 of Appendix xDSL of this Agreement.

CNAM DATABASE

TABLE OF CONTENTS

1	INTRODUCTION	3
2	UNBUNDLED NETWORK ELEMENT	3
3	CALLING NAME (CNAM) DATABASE	3
4	INTENTIONALLY OMITTED	3
5	INTENTIONALLY OMITTED	3
6	USE OF CNAM INFORMATION *	3
7	LIMITATION OF LIABILITY	4

1 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which Ameritech-Ohio provides MCIIm access to its Calling Name ("CNAM") Database.

2 UNBUNDLED NETWORK ELEMENT

- 2.1 * Ameritech-Ohio will provide nondiscriminatory access to the data contained in the CNAM on a per query basis. Ameritech-Ohio will not provide bulk access to the data in the CNAM database. Ameritech-Ohio shall provide MCIIm with access to all of the same information in the CNAM Database to which Ameritech-Ohio has access for the provision of Caller ID service. If Ameritech-Ohio has access to CNAM data provided by any Affiliates of Ameritech-Ohio, it shall also make such data available to MCIIm.

3 CALLING NAME (CNAM) DATABASE

- 3.1 * The CNAM Database contains subscriber information (including name and telephone number) used to show the customer name of an incoming call on a display attached to the telephone. A Calling Name Database may be part of, or separate from, a LIDB. Ameritech-Ohio shall provide MCIIm with access to Ameritech-Ohio's CNAM Database as described in Appendix LIDB.
- 3.2 Intentionally Omitted.
- 3.3 Intentionally Omitted.
- 3.4 Intentionally Omitted.
- 3.5 Intentionally Omitted.
- 3.6 Intentionally Omitted.
- 3.7 * Ameritech-Ohio owns and maintains the database software, but does not own the actual data containing Calling Name Information (including 10 digit ANI, calling name, privacy indicator, and an indication of "non-published status") of telephone subscribers.

4 INTENTIONALLY OMITTED**5 INTENTIONALLY OMITTED****6 USE OF CNAM INFORMATION ***

- 6.1 MCIIm may use the CNAM information provided pursuant to this Appendix to provide any Telecommunications Service to its customers. CNAM information may be combined with any other Network Element(s) for the provision of any Telecommunications Service.
- 6.2 Ameritech-Ohio shall not impose any limitations, restrictions, or requirements on requests for, or the use of, CNAM information that would impair the ability of MCIIm to offer any Telecommunications Service in the manner MCIIm intends.

7 LIMITATION OF LIABILITY

- 7.1 In no event shall Ameritech-Ohio have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service purchasers.
- 7.2 Ameritech-Ohio is furnishing access to its LIDB to facilitate MCI's provision of services to its end user customers, but not to insure against the risk of non-completion of any call. While Ameritech-Ohio agrees to make every reasonable attempt to provide accurate LIDB information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. MCI acknowledges that Ameritech-Ohio can furnish Line Record information only as accurate and current as the information has been provided to Ameritech-Ohio for inclusion in its LIDB Database. Therefore, Ameritech-Ohio, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to MCI or to MCI's Query originating carrier customers except for such inaccuracies caused by Ameritech-Ohio's willful misconduct or gross negligence.
- 7.3 Ameritech-Ohio's liability to MCI for CNAM database fraud, system outages or inaccessibility shall be limited to MCI's direct damages, provided, however, that unauthorized acts of Ameritech-Ohio employees that caused harm to MCI shall not be subject to the limitations of this Section 7.3 and shall be determined on a case-by-case basis. Ameritech-Ohio shall not be liable to MCI for unauthorized use of CNAM database information by MCI or other third-party database users.
- 7.4 Intentionally left blank.
- 7.5 MCI acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

LIDB SERVICE

TABLE OF CONTENTS

1	INTRODUCTION	3
2	DEFINITIONS	3
3	DESCRIPTION OF SERVICE	3
4	TELEPHONE LINE NUMBER CALLING CARDS.....	4
5	PRICE AND PAYMENT	4
6	OWNERSHIP OF INFORMATION	5
7	TERM AND TERMINATION	6
8	LIMITATION OF LIABILITY	6
9	COMMUNICATION AND NOTICES	6
10	MUTUALITY.....	6

1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service provided by Ameritech-Ohio to MCI.

2 DEFINITIONS

- 2.1 "Database (or Data Base)" means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 "Data Owner" means a telecommunications company, including Ameritech-Ohio that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB.
- 2.3 "Personal Identification Number" (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 "Query" means a message that represents a request to a Database for information.
- 2.5 "Query Rate" means a per-query usage rate that applies to each Query received at an Ameritech-Ohio Database.
- 2.6 "Query Transport Rate" means a per-query usage rate that applies to certain Queries transported from an Ameritech-Ohio STP to the SCP where LIDB resides and back.
- 2.7 "Response" means a message that, when appropriately interpreted, represents an answer to a Query.

3 DESCRIPTION OF SERVICE

- 3.1 * LIDB is a UNE that must be provided in a nondiscriminatory manner and provides MCI with line information. Ameritech-Ohio will provide the data contained in the LIDB without use restriction on a per query basis at TELRIC rates.
- 3.1.1 * If LIDB is subject to use restrictions, Ameritech-Ohio shall provide MCI with batch downloads of the LIDB.
- 3.2 MCI acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Ameritech-Ohio's CCS/SS7 network. MCI further agrees that Ameritech-Ohio, at its sole discretion, shall employ on a nondiscriminatory basis certain automatic and/or manual overload controls within Ameritech-Ohio's CCS/SS7 network to guard against these detrimental effects. Ameritech-Ohio will report to MCI any instances where overload controls are invoked due to MCI's CCS/SS7 network and MCI agrees in such cases to take immediate corrective actions as are necessary, provided that such actions are nondiscriminatory to cure the conditions causing the overload situation.
- 3.3 Prior to Ameritech-Ohio initiating service under this Appendix, MCI shall provide an initial forecast of busy hour Query volumes by LIDB Service Application. If, prior to the establishment of a mutually agreeable service effective date in writing, Ameritech-Ohio, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service to MCI, Ameritech-Ohio shall notify MCI of Ameritech-Ohio's intent not

to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to Ameritech-Ohio. This paragraph does not apply to carriers that have working LIDB service under an existing Agreement on a per query type basis with Ameritech-Ohio.

- 3.4 MCIm will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. MCIm shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.
- 3.5 MCIm understands that access to Ameritech-Ohio's LIDB may not provide MCIm with access to all of the data of all Data Owners in Ameritech-Ohio's LIDB. When a region in Ameritech-Ohio implements LIDB Data Screening by Data Owner, certain Data Owners may choose to limit or restrict MCIm from accessing their data. MCIm understands that Ameritech-Ohio will comply with Data Owners' requests to so limit or restrict their data. Should MCIm desire access to any restricted Data Owner's LIDB Information, MCIm understands that any requests and negotiations for such access to the Data Owner's LIDB Information will be between MCIm and said Data Owner.
- 3.6 * Data Owners are solely responsible for the accuracy and completeness of the Line Records they store in Ameritech-Ohio's LIDB; accordingly Ameritech-Ohio is not responsible for the accuracy or completeness of those Line Records, except in those instances when Ameritech is the Data Owner. MCIm will resolve any disputes regarding data accuracy with the appropriate Data Owner.
- 3.7 Intentionally Omitted.
- 3.8 * MCIm's access to the LIDB on an unbundled basis, pursuant to Section 319(e)(2) of FCC rules, shall be only for purposes of providing any telecommunications services MCIm intends to offer in Ameritech-Ohio's territory.

4 TELEPHONE LINE NUMBER CALLING CARDS

- 4.1 * When an end user customer migrates its service from Ameritech-Ohio to MCIm and requests that its Ameritech-Ohio assigned telephone line number based calling card be terminated, Ameritech-Ohio shall terminate the card and make appropriate updates to the LIDB within a commercially reasonable time. MCIm may issue a new telephone calling card to a Local Resale or a Network Element Customer, utilizing the same telephone line number, and MCIm's entry of the telephone line number into LIDB for calling card validation purposes. Ameritech-Ohio shall also use commercially reasonable efforts to update the LIDB by purging inactive calling card accounts.

5 PRICE AND PAYMENT

- 5.1 MCIm will pay Ameritech-Ohio a per-Query rate for each Query initiated into Ameritech-Ohio's LIDB. MCIm will also pay Ameritech-Ohio a per-Query Transport Rate for each Validation and OLNS Query initiated into Ameritech-Ohio's LIDB. These rates are set forth in Appendix Pricing.
- 5.2 MCIm will pay a Service Establishment Nonrecurring Charge for each point code MCIm requests to activate, change, rearrange, or modify for its LIDB Service and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 5.3 MCIm will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service and/or LIDB

Service Application in Ameritech-Ohio. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.

- 5.4 MCIIm will make payment to Ameritech-Ohio for LIDB Service based upon the rates set forth in Appendix Pricing.
- 5.5 Except as set forth herein, Ameritech-Ohio will record usage information for MCIIm's LIDB Service Queries terminating to Ameritech-Ohio's LIDB. Ameritech-Ohio will use its SCPs as the source of usage data.
- 5.6 MCIIm will notify Ameritech-Ohio when MCIIm discontinues use of an Originating Point Code ("OPC") used to Query LIDB.
- 5.7 Ameritech-Ohio will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth herein.
- 5.8 * Ameritech-Ohio shall charge MCIIm the Commission-ordered TELRIC rate for LIDB queries, as set forth in Appendix Pricing of this Agreement.
- 5.9 Intentionally Omitted.

6 OWNERSHIP OF INFORMATION

- 6.1 Telecommunications companies depositing information in Ameritech-Ohio's LIDB retain full and complete ownership and control over such information. MCIIm obtains no ownership interest by virtue of this Appendix.
- 6.2 * Unless expressly authorized in writing by the Parties, MCIIm will not use LIDB for purposes other than prohibited by law. MCIIm will access LIDB on a call-by-call basis. MCIIm may not store for future use any non-MCIIm data that MCIIm accesses from Ameritech-Ohio's LIDB. Ameritech-Ohio agrees that MCIIm may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate MCIIm's facilities usage needs, and for engineering, capacity, and network planning. MCIIm agrees that Ameritech-Ohio may use statistics for the same purposes. MCIIm may aggregate individual LIDB statistics regarding the number of MCIIm's LIDB Queries and similar type of information during a specified time period, such as a month or a year. MCIIm will only publish such statistics in aggregate form and will ensure that all non-MCIIm names are redacted and cannot reasonably be identified from the published materials.
- 6.3 Proprietary information residing in Ameritech-Ohio's LIDB is protected from unauthorized access and MCIIm may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:
 - 6.3.1 Billed (Line/Regional Accounting Office (RAO)) Number
 - 6.3.2 PIN Number(s)
 - 6.3.3 Billed Number Screening (BNS) indicators
 - 6.3.4 Class of Service (also referred to as Service or Equipment)
 - 6.3.5 Reports on LIDB usage
 - 6.3.6 Information related to billing for LIDB usage

6.3.7 LIDB usage statistics

- 6.4 If MCI_m acts on behalf of other carriers, MCI_m will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from Ameritech-Ohio's LIDB.

7 TERM AND TERMINATION

- 7.1 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.

8 LIMITATION OF LIABILITY

- 8.1 Ameritech-Ohio's liability to MCI_m for LIDB fraud, system outages or inaccessibility shall be limited to MCI_m's direct damages, provided, however, that unauthorized acts of Ameritech-Ohio employees that caused harm to MCI_m shall not be subject to the limitations of this Section 8.1 and shall be determined on a case-by-case basis. Ameritech-Ohio shall not be liable to MCI_m for unauthorized use of LIDB information by MCI_m or other third-party database users.

9 COMMUNICATION AND NOTICES

- 9.1 Ordering and billing inquiries for the services described herein from Ameritech-Ohio shall be directed to the Local Service Center (LSC).

10 MUTUALITY

- 10.1 MCI_m agrees to make its Line Record Information available to Ameritech-Ohio. Should MCI_m store its Line Record information in a database other than Ameritech-Ohio's, MCI_m will make such Information available to Ameritech-Ohio through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between Ameritech-Ohio and the database provider. Ameritech-Ohio agrees to negotiate in good faith to reach such an agreement. If Ameritech-Ohio is unable to reach such agreement, MCI_m acknowledges that such MCI_m Line Record information will be unavailable to any customer, including any MCI_m's customer, that is served by Ameritech-Ohio's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

1	INTRODUCTION	3
2	RESULTS OF COLLABORATIVE PROCESS	3

1 INTRODUCTION

- 1.1 This Appendix sets forth the measurements, if met by Ameritech-Ohio, that would be deemed sufficient to demonstrate the provision of non-discriminatory access to Ameritech-Ohio's Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (CLEC) to act as its agent for purposes of accessing SBC-ILEC's OSS application-to-application interfaces.
- 1.6 Intentionally Omitted.
- 1.7 As used herein, Merger Conditions shall mean those conditions related to the SBC Ameritech merger ordered under the Public Utility Commission of Ohio Stipulation And Recommendation and in the Federal Communications Commission's Order ("FCC") in CC Docket No. 98-141.
- 1.8 As used herein, Collaborative Process shall mean the performance measurement collaborative process established pursuant to the Merger Conditions.

2 RESULTS OF COLLABORATIVE PROCESS

- 2.1 The Parties agree that the Performance Measurements, remedy plans and Business Rules as set forth in the Merger Conditions and developed under the Collaborative Process, shall be incorporated, when approved by the state Commission and after all appeal rights have been exhausted, into this Appendix by reference. The Parties agree to accept and abide by such performance measurement, remedy plans and Business Rules. Ameritech-Ohio shall post the Performance Measurements, remedy plan and Business Rules developed under the Collaborative Process to SBC/Ameritech's Internet website pursuant to the terms developed under the Collaborative Process.
- 2.2 The Parties agree that Performance Measurements, remedies and Business Rules may be revised through the Collaborative Process, and the Parties agree to incorporate such changes when approved by the state Commission and after all appeal rights have been exhausted. In the event a Party disputes the adoption of a proposed revision from the Collaborative Process, the Party seeking such adoption shall raise the issue with the state Commission for resolution, with such process being the sole and exclusive process for seeking resolution of such issue. Until a final state Ohio Commission order resolving the issue is effective, the Parties agree to abide by any existing performance measures, remedy plans and Business Rules as arrived at via the industry collaborative process and/or ordered or approved by the Ohio Commission.
- 2.3 When MCIIm accesses Ameritech-Ohio's OSS using a Service Bureau Provider acting as MCIIm's agent, the measurement of Ameritech-Ohio's performance shall not include the Service Bureau Provider's processing, availability or response time.

PRICING

TABLE OF CONTENTS

1 INTRODUCTION 3

2 RECURRING CHARGES 4

3 NON-RECURRING CHARGES 5

1 INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for Network Elements, Interconnection, methods of obtaining Interconnection and access to Network Elements and for other services provided pursuant to this Agreement. To the extent required by Applicable Law, such rates shall be reasonable and nondiscriminatory.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 * All of the rates set forth in this Agreement are inclusive. If the Parties have inadvertently omitted an appropriate Commission-approved rate for any Network Element, service, feature or function contemplated under this Agreement ("Contemplated Services"), the Parties shall amend the Agreement to include such rate. In the event that there is no appropriate Commission-approved rate for a Contemplated Service, the Parties agree to negotiate in good faith to amend the Agreement to include an interim rate. Such interim rates shall remain in effect, subject to true-up, until the Commission determines a permanent rate. The Parties further agree that during any negotiations pursuant to this Section 1.4, Ameritech-Ohio shall provide MCIIm with the Contemplated Service in question and MCIIm shall be responsible for paying for such Contemplated Service retroactive to the date it was first delivered. For any rates set pursuant to this Section 1.4, the Parties agree to use the appropriate Ameritech-Ohio tariff rate, if such a rate exists. All of the rates set forth in this Agreement shall remain in effect for the term of this Agreement unless they are changed in accordance with the provisions of this Agreement. For the purposes of this Appendix, "rates" may refer to either or both recurring and nonrecurring prices.
- 1.5 Each rate set forth in this Appendix is the total rate applicable for the respective service, saved for taxes and late payment charges, if any. Where required by Applicable Law, rates contained in this Appendix Pricing are based upon 47 C.F.R. § 51.505(b) and Commission approved pricing methodologies. If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by Ameritech-Ohio under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to MCIIm's Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the Act; provided however, if Ameritech-Ohio provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by Ameritech-Ohio and MCIIm.
- 1.6 Intentionally Omitted.
- 1.7 Except as otherwise noted, all rates set forth in this Agreement are permanent rates, unless changed by order of the Commission or other administrative or judicial body of competent jurisdiction, or by mutual agreement of the Parties. If the Commission or other administrative or judicial body of competent jurisdiction subsequently orders a different rate, either Party, upon the Commission's order, may provide written notice to the other Party, to change the rate set forth in this Agreement to conform to the new rate ordered by the Commission. Upon written notice, the Parties will negotiate an amendment to this Agreement reflecting the new rate. The new rate will be effective on the date of receipt of the written notice of election.
- 1.8 If a rate is identified as interim, upon adoption of a final rate by the Commission, either Party may elect to change the interim rate to conform to the permanent rate upon written notice to other Party. If either Party elects to change an interim rate to conform to a

permanent rate, the permanent rate will be substituted for the interim rate and will remain in effect for the remainder of this Agreement unless otherwise changed in accordance with the terms of this Agreement. Unless otherwise agreed by the Parties, an interim rate will be replaced by the permanent rate retroactive to the Effective Date of this Agreement, and will be trued up within ninety (90) days after the Effective Date of the amendment adopting the permanent rate.

- 1.9 The following defines the zones found in this Appendix Pricing:

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
B	See: Tariff 20, Part 4, Section 1, Sheets 1-47
C	See: Tariff 20, Part 4, Section 1, Sheets 1-47
D	See: Tariff 20, Part 4, Section 1, Sheets 1-47

For Unbundled Interoffice Transmission Facilities:

<u>Rate Zone:</u>	<u>Total Access Lines:</u>
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

- 1.10 For modifications of Ameritech-Ohio's plant facilities not specifically included in this Agreement see the BFR process described in Appendix BFR.
- 1.11 Ameritech-Ohio shall not charge MCIIm different rates for unbundled Network Elements based on the class of end user customers served by MCIIm, or on the type of services provided by MCIIm using those unbundled Network Elements, unless otherwise ordered by the Commission. This paragraph does not apply to Resale.
- 1.12 Intentionally Omitted.
- 1.13 Intentionally Omitted.

2 RECURRING CHARGES

- 2.1 Unless otherwise identified in the pricing tables, where rates are shown as monthly, a month will be defined as a thirty (30) day calendar month. Billing will be on the basis of whole or fractional months used. The rates for non-monthly rated UNEs will be specified in Appendix Pricing. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the Appendix BFR of this Agreement.
- 2.2 Intentionally Omitted.
- 2.3 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.4 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed Ameritech-Ohio will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, Ameritech-Ohio will round up to the next whole mile before determining the mileage and applying rates.

3 NON-RECURRING CHARGES

- 3.1 The Parties acknowledge that in Case Nos. 96-922-TP-UNC/00-1362-TP-ATA, the Ohio Commission is currently considering the issue of what, if any, service order, recurring and non-recurring charges should apply when UNEs are ordered as part of the Unbundled Network Element Platform (UNE-P). Until a final decision is reached by the Ohio Commission, the Parties agree that MCI will be charged UNE service order charge(s), in addition to recurring and nonrecurring charges for each individual UNE and cross connect ordered, as set forth in this Appendix, including UNEs that are ordered as part of the UNE-P product. When the Ohio Commission issues a final order in Case Nos. 96-922-TP-UNC/00-1362-TP-ATA, the Parties agree to amend this Section consistent with the final order. All charges paid by MCI under this Section will be subject to true-up to the Effective Date of this contract and such true-up shall be implemented consistent herein.
- 3.2 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.3 Time and Material charges (a.k.a. additional labor charges) are defined in the Appendix Pricing.

INVOICING

TABLE OF CONTENTS

1	INTRODUCTION	3
2	TRANSMISSION OF BILLS.....	3
3	REMITTANCE OF BILLS.....	4
4	LATE PAYMENT CHARGES.....	4
5	DISPUTED AMOUNTS AND ESCROW ACCOUNTS.....	5
6	DISBURSEMENT OF ESCROW ACCOUNTS	6
7	PAYMENT	6
8	ADDITIONAL COPIES OF BILLS.....	7
9	OSS BILLING	7

1 INTRODUCTION

- 1.1 This Appendix addresses:
 - 1.1.1 all terms and conditions for billing of Interconnection, Resale Services, Network Elements, functions, facilities, products and services; and
 - 1.1.2 all terms and conditions for billing of OSS to the extent not explicitly covered in Appendix OSS.
- 1.2 The Parties agree to participate in and comply, whenever possible, with the Ordering and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) guidelines. However, due to system limitations and/or new product developments, Ameritech-Ohio may proceed ahead of industry guidelines as necessary or choose not to implement. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines.
- 1.3 All invoices containing billing data and information shall be in accordance with the POR and CMP.
- 1.4 To the extent that there are no OBF guidelines or CABS BOS outputs governing the formatting of certain data, such data will be issued in a format mutually agreed to by the Parties.

2 TRANSMISSION OF BILLS

- 2.1 Intentionally Omitted.
- 2.2 This section applies solely to Ameritech-Ohio's transmission of bills. The Parties will meet during the implementation of this Agreement to negotiate the means of transmissions unless arrangements exist for transmission of billing information. Ameritech-Ohio will transmit billing information and data in electronic format. Upon transmission failure, MCIm will notify Ameritech-Ohio and Ameritech-Ohio will re-transmit the bill at Ameritech-Ohio's cost. The payment due date for resubmitted transmissions will be thirty-five (35) days negotiated at the time MCIm notifies Ameritech-Ohio of the transmission failure.
- 2.3 For Ameritech-Ohio, in emergency situations where transmissions have failed, when media transmittal has to be used to convey a bill, the Parties will generate media to be transported to each other via a courier. The Parties will have no responsibility to return media delivered to each other.
- 2.4 For Ameritech-Ohio, the Parties shall use media packaging that is sufficient to insure that the media is protected and useable when it is received by the other Party.
- 2.5 For enhancements to transmissions of existing and new bills, the Parties shall use test and production data that will be developed between the Parties. The file (block size, record length, etc.) will be mutually agreed upon by the Parties.
- 2.6 Intentionally Omitted.
- 2.7 The Parties will share contingency procedures and policies that will be used to manage billing disruptions.

- 2.8 The Parties shall provide each other a single point of contact (SPOC), for Ameritech-Ohio the SPOC will be MCI's designated account manager for handling any questions or problems regarding bills or that may arise during the implementation and performance of the obligations of this Appendix. The Ameritech-Ohio SPOC will be available via a single telephone number (not through an answering center).
- 2.9 Intentionally Omitted.
- 2.10 Ameritech-Ohio will provide MCI with written or electronic notice of all billing changes, including format changes. The notice will be given within a reasonable time prior to the first changed bill.
- 2.11 Ameritech-Ohio will render and transmit to MCI accurate and timely bills
- 2.12 The Parties shall deliver all bills no later than ten (10) calendar days after the Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Appendix). Any bill received on a Saturday, Sunday or bank holiday will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days receipt has been delayed.
- 2.13 The Parties will reimburse or credit each other for incorrect charges including, but not limited to, overcharges, services ordered or requested but not delivered, and service interruption which cause the purchased service to be unavailable. All requests for reimbursement or credit under this section shall be submitted to the billing Party in writing and shall state the nature of the claim and the specific services affected. These reimbursements will be set forth in the appropriate section of the bill that correlates to a billing dispute raised by either Party.

3 REMITTANCE OF BILLS

- 3.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, or as otherwise agreed to by the Parties.
- 3.2 Subject to the terms of this Agreement, each Party shall remit payment to the other Party as set out below:
 - 3.2.1 * Remittance in full of all undisputed bills rendered by Ameritech-Ohio is due within thirty (30) calendar days after each Invoice/Bill Date (the "Bill Due Date") and shall be paid in accordance with the terms of this Appendix. If the payment due date is a Saturday, Sunday, or has been designated a bank holiday, payment will be made the next business day. Late payment charges, if any, will be assessed in accordance with the requirements in this Appendix.

4 LATE PAYMENT CHARGES

- 4.1 A late payment charge shall be applied, if: (i) no payment is received by the billing Party by the Bill Due Date; (ii) a partial payment of the amount due is received by the billing Party after the Bill Due Date; or (iii) payment or partial payment is received by the billing Party in funds that are not immediately available to the billing Party.

4.1.1 If any charge incurred under this Agreement that is billed out of any billing system is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date an amount equal to the lesser of:

4.1.1.1 The highest interest rate that may be levied by Applicable Law compounded daily for each day after the payment due date through and including the date the billed Party makes payment to the billing Party; or

4.1.1.2 .0005 percent (0.0005%) of the amount due, compounded daily for each day after the payment due date through and including the date the billed Party makes payment to the billing Party. Calculation by this method yields an annual percentage rate of eighteen percent (18%).

5 DISPUTED AMOUNTS AND ESCROW ACCOUNTS

5.1 Intentionally Omitted.

5.2 * If any portion of an amount due to a Party (the "Billing Party") for Resale Services or Network Elements under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a third-party escrow agent mutually agreed upon by the Parties. To be acceptable, the third-party escrow agent must meet all of the following criteria:

5.2.1 The financial institution proposed as the third-party escrow agent must be located within the continental United States;

5.2.2 The financial institution proposed as the third-party escrow agent may not be an Affiliate of either Party; and

5.2.3 The financial institution proposed as the third-party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

5.2.4 In addition to the foregoing requirements for the third-party escrow agent, the disputing Party and the financial institution proposed as the third-party escrow agent must agree that the escrow account will meet all of the following criteria:

5.2.4.1 The escrow account must be an interest bearing account;

5.2.4.2 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

5.2.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the third-party escrow agent;

5.2.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal.

5.2.5 Intentionally Omitted.

5.2.6 Except as provided in this section, all billing disputes will be resolved pursuant to the Dispute Resolution and Escalation provisions in this Agreement.

6 DISBURSEMENT OF ESCROW ACCOUNTS

6.1 Disbursements from the escrow account shall be limited to those:

6.1.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or

6.1.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of the Agreement; or

6.1.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award.

6.2 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth herein.

6.3 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of the Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:

6.3.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;

6.3.2 within fifteen (15) calendar days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party shall be released to the Non-Paying Party, together with any accrued interest thereon;

6.3.3 within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and

6.3.4 * no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of any Late Payment Charges.

7 PAYMENT

7.1 * MCI shall make payments to Ameritech-Ohio via electronic funds credit transfers through the Automated Clearing House Association (ACHA) network to the financial institution designated by Ameritech-Ohio, or in order to accommodate MCI's existing payment arrangements with Ameritech-Ohio and established credit rating, by check. Remittance information will be communicated together with the funds transfer via the ACHA network. MCI shall use the CCD+ or the CTX transaction set. MCI and Ameritech-Ohio shall abide by the National Automated Clearing House Association

(NACHA) Rules and Regulations. Each ACHA credit transfer shall be received by Ameritech-Ohio no later than the Bill Due Date of each bill or Late Payment Charges will apply. Ameritech-Ohio shall not be liable for any delays in receipt of funds or errors in entries caused by CLEC or third parties, including MCI's financial institution. MCI is responsible for its own banking fees.

8 ADDITIONAL COPIES OF BILLS

- 8.1 For Ameritech-Ohio, upon request, each Party shall provide the requesting Party an additional copy of bills at no additional charge.

9 OSS BILLING

- 9.1 With respect to all current OSS billing interfaces covered by this Appendix, the Parties will comply with the final version of the Ameritech-Ohio Uniform and Enhanced OSS ("Uniform POR") once approved by the FCC.
- 9.2 Ameritech-Ohio shall provide proper notice of interface phase out as required by the Change Management Process. The Parties acknowledge that Change Management processes may be affected by the final Uniform and Enhanced OSS Plan of Record (POR) once approved by FCC.
- 9.3 To achieve enhanced system functionality (e.g. Bill info, Daily Usage Extract) as quickly as possible, the Parties acknowledge that they may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. The Parties are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements.
- 9.4 The IS Call Center for the Ameritech-Ohio region provides a technical support function for current OSS billing interfaces. MCI will also provide a single point of contact for technical support issues related to the electronic OSS billing interfaces. The Parties are responsible for obtaining operating system software and hardware to access each other's current OSS billing interfaces.
- 9.5 Ameritech-Ohio shall continue to provide MCI electronic billing for the products/services currently billed electronically in the Ameritech-Ohio region.
- 9.6 The Parties acknowledge that billing for everything in this Agreement from MCI to Ameritech-Ohio, the volume of bills does not warrant nor do the Parties desire an Application-to-Application interface. Therefore, MCI will provide Ameritech-Ohio with billing in paper format, unless otherwise mutually agreed.
- 9.7 Intentionally Omitted.
- 9.8 The Parties will cooperatively test new BOS releases of CABs in line with normal industry practice. The Parties will also cooperatively test new releases, enhancements or other changes to the EDI billing system.

10 NONPAYMENT AND PROCEDURES FOR DISCONNECTION*

- 10.1 If a Party (the "Non-Paying Party") fails to pay an undisputed amount on the Bill Due Date (as defined in Appendix Invoicing of this Agreement) the billing Party (the "Billing Party") shall provide the Non-Paying Party written notice of the past due amount fifteen (15)

Business Days after the Bill Due Date. Upon receipt of such notice, the Non-Paying Party shall, within fourteen (14) Business Days of its receipt of the notice, either (i) pay the past due amount specified in the notice or (ii) provide the Billing Party with written notice of its intent to dispute the past due amount.

- 10.2 If the Non-Paying Party fails to (i) pay any undisputed amounts or fails to file a bona fide dispute for amounts in dispute by the deadline provided in the first late payment notification, (ii) pay the disputed portion of a past due bill for Resale Services or Network Elements into an interest-bearing escrow account with a Third Party escrow agent, (iii) pay any revised deposit or (iv) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party will, in addition to exercising any other rights or remedies it may have under Applicable Law, provide a second late payment notice/written demand to the Non-Paying Party for failing to comply with the foregoing. When a Billing Party provides a second late payment notice/written demand to the Non-Paying Party, the Billing Party shall also provide the Commission with a copy of such notice at the same time such notice is provided to the Non-Paying Party. If the Non-Paying Party does not satisfy the second late payment notice/written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options.
- 10.3 assess a late payment charge and where appropriate, a dishonored check charge;
- 10.4 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;
- 10.5 refuse to accept new, or complete pending orders; and/or
- 10.6 discontinue service only for those specific services for which payment has not been received.

TBD - To be determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA or N/A - Not Applicable

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
4							
5			UNBUNDLED NETWORK ELEMENTS				
6							
7			Unbundled Loops				
8			2-Wire Analog - Rural (Access Area D)	\$9.43		See NRC prices below	
9			2-Wire Analog - Suburban (Access Area C)	\$7.88		See NRC prices below	
10			2-Wire Analog - Metro (Access Area B)	\$5.84		See NRC prices below	
11			Conditioning for dB Loss				
12			4-Wire Analog - Rural (Access Area D)	\$19.37		See NRC prices below	
13			4-Wire Analog - Suburban (Access Area C)	\$16.41		See NRC prices below	
14			4-Wire Analog - Metro (Access Area B)	\$10.29		See NRC prices below	
15			2-Wire Digital - Rural (Access Area D)	\$10.79		See NRC prices below	
16			2-Wire Digital - Suburban (Access Area C)	\$9.34		See NRC prices below	
17			2-Wire Digital - Metro (Access Area B)	\$8.38		See NRC prices below	
18			4-Wire Digital - Rural (Access Area D)	\$62.07		See NRC prices below	
19			4-Wire Digital - Suburban (Access Area C)	\$81.14		See NRC prices below	
20			4-Wire Digital - Metro (Access Area B)	\$66.45		See NRC prices below	
21			DS3 Loop - Rural (Access Area D)	\$825.80		See NRC prices below	Interim
22			DS3 Loop - Suburban (Access Area C)	\$821.81		See NRC prices below	Interim
23			DS3 Loop - Metro (Access Area B)	\$729.02		See NRC prices below	Interim
24							
25			Universal Loop (G/S) Band B	\$6.07		N/A	
26			Universal Loop (G/S) Band C	\$6.50		N/A	
27			Universal Loop (G/S) Band D	\$10.02		N/A	
28							
29			EKL Loop Band B	\$7.36		N/A	
30			EKL Loop Band C	\$12.02		N/A	
31			EKL Loop Band D	\$13.36		N/A	
32							
33			Coin Loop Band B	\$5.84		N/A	
34			Coin Loop Band C	\$7.88		N/A	
35			Coin Loop Band D	\$9.43		N/A	
36							
37			64 Kbps Band B	\$66.60		N/A	
38			64 Kbps Band C	\$66.30		N/A	
39			64 Kbps Band D	\$66.42		N/A	
40							
41			1.544Mbps Band B	\$66.46		N/A	
42			1.544 Mbps Band C	\$81.14		N/A	
43			1.544 Mbps Band D	\$82.07		N/A	
44							
45			DSL Capable Loops				
46			2-Wire Digital Loop ISDN/DSL				
47			PSD #1 - 2-Wire Digital Loop ISDN/DSL Access Area D- Rural	See 2-Wire Digital Above		See NRC prices below	
48			PSD #1 - 2-Wire Digital Loop ISDN/DSL Access Area C- Suburban	See 2-Wire Digital Above		See NRC prices below	
49			PSD #1 - 2-Wire Digital Loop ISDN/DSL Access Area B- Metro	See 2-Wire Digital Above		See NRC prices below	
50			2-Wire xDSL Loop				
51			PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	\$9.43		See NRC prices below	
52			PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	\$7.88		See NRC prices below	
53			PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	\$5.84		See NRC prices below	
54							
55			PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	\$9.43		See NRC prices below	
56			PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	\$7.88		See NRC prices below	
57			PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	\$5.84		See NRC prices below	
58							
59			PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	\$9.43		See NRC prices below	
60			PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	\$7.88		See NRC prices below	
61			PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	\$5.84		See NRC prices below	
62							
63			PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	\$9.43		See NRC prices below	
64			PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	\$7.88		See NRC prices below	
65			PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	\$5.84		See NRC prices below	
66							
67			PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	\$9.43		See NRC prices below	
68			PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	\$7.88		See NRC prices below	
69			PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	\$5.84		See NRC prices below	
70							
71			PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	\$9.43		See NRC prices below	
72			PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	\$7.88		See NRC prices below	
73			PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	\$5.84		See NRC prices below	
74			4-Wire xDSL Loop				
75			PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	\$19.37		See NRC prices below	
76			PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	\$16.41		See NRC prices below	
77			PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	\$10.29		See NRC prices below	
78							
79			HFPL Loop				
80			HFPL Loop - Access Area D- Rural	\$4.76		N/A	Interim
81			HFPL Loop - Access Area C- Suburban	\$3.99		N/A	Interim
82			HFPL Loop - Access Area B- Metro	\$2.97		N/A	Interim
83							
84			Loop Qualification Process				
85			Loop Qualification Process - Mechanized	N/A		\$0.00	Interim
86			Loop Qualification Process - Manual	N/A		TBD	Interim
87			Loop Qualification Process - Detailed Manual	N/A		TBD	Interim
88							
89			DSL Conditioning Options - >12KFT and <17.5KFT				
90			Removal of Repeater Options	N/A		\$287.71	Interim

TBD - To be determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA or N/A - Not Applicable

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
91			Removal Bridged Tap Option	N/A		\$497.21	Interim
92			Removal of Load Coil	N/A		\$821.16	Interim
93			DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
94			Removal of Repeater Options	N/A		\$297.71	Interim
95			Removal Bridged Tap Option	N/A		\$243.62	Interim
96			Removal of Load Coil	N/A		\$273.72	Interim
97							
98			Charges for xDSL Acceptance Testing				
99			FCC Tariff No. 2 Sec. 13.3.4 (C)(1)(a)	N/A		\$40.92 for first half hour/fraction	
100			Rates subject to tariff changes	N/A		\$22.60 additional	
101			If requested by WClm, Overtime or Premium time charges will apply for Acceptance Testing requests in off hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.	N/A		USCC-UBCX	
102							
103			Loop Non-Recurring Charges (Excluding DS3)				
104			Service Ordering - Per Order	N/A		\$16.02	
105			Loop Connection - Per Loop	N/A		\$30.61	
106			WFL Service Order Charge	N/A		\$16.23	
107							
108			DS3 Loop Non-Recurring Charges				
109			Administrative	N/A		\$205.56	Interim
110			Design & Central Office	N/A		\$643.36	Interim
111			Customer Connection	N/A		\$219.32	Interim
112							
113			Service Coordination fee per account, per CO	NA		\$0.48	
114							
115			SUB-LOOPS				
116			CO to RT sub-loop				
117			2 Wire Analog - area B	\$5.49		See NRC prices below	Interim
118			2 Wire Analog - Area C	\$6.24		See NRC prices below	Interim
119			2 Wire Analog - area D	\$8.34		See NRC prices below	Interim
120			4 Wire Analog - area B	\$13.58		See NRC prices below	Interim
121			4 Wire Analog - area C	\$16.13		See NRC prices below	Interim
122			4 Wire Analog - area D	\$22.01		See NRC prices below	Interim
123			2 Wire DSL - area B	N/A		See NRC prices below	Interim
124			2 Wire DSL - area C	N/A		See NRC prices below	Interim
125			2 Wire DSL - area D	N/A		See NRC prices below	Interim
126			4 Wire DSL - area B	N/A		See NRC prices below	Interim
127			4 Wire DSL - area C	N/A		See NRC prices below	Interim
128			4 Wire DSL - area D	N/A		See NRC prices below	Interim
129			2 Wire ISDN Compatible - area B	\$12.85		See NRC prices below	Interim
130			2 Wire ISDN Compatible - area C	\$14.10		See NRC prices below	Interim
131			2 Wire ISDN Compatible - area D	\$23.62		See NRC prices below	Interim
132			4 Wire DS1 Compatible - area B	\$86.36		See NRC prices below	Interim
133			4 Wire DS1 Compatible - area C	\$89.34		See NRC prices below	Interim
134			4 Wire DS1 Compatible - area D	\$112.84		See NRC prices below	Interim
135			DS3 compatible subloop - Area B	\$716.71		See NRC prices below	Interim
136			DS3 compatible subloop - Area C	\$896.96		See NRC prices below	Interim
137			DS3 compatible subloop - Area D	\$810.62		See NRC prices below	Interim
138			CO to SAI Sub-Loop				
139			2 Wire Analog - area B	\$5.87		See NRC prices below	Interim
140			2 Wire Analog - Area C	\$6.85		See NRC prices below	Interim
141			2 Wire Analog - area D	\$9.18		See NRC prices below	Interim
142			4 Wire Analog - area B	\$14.31		See NRC prices below	Interim
143			4 Wire Analog - area C	\$17.35		See NRC prices below	Interim
144			4 Wire Analog - area D	\$21.63		See NRC prices below	Interim
145			2 Wire DSL - area B	\$8.04		See NRC prices below	Interim
146			2 Wire DSL - area C	\$6.10		See NRC prices below	Interim
147			2 Wire DSL - area D	\$6.60		See NRC prices below	Interim
148			4 Wire DSL - area B	\$10.92		See NRC prices below	Interim
149			4 Wire DSL - area C	\$12.18		See NRC prices below	Interim
150			4 Wire DSL - area D	\$12.96		See NRC prices below	Interim
151			2 Wire ISDN Compatible - area B	N/A		See NRC prices below	Interim
152			2 Wire ISDN Compatible - area C	N/A		See NRC prices below	Interim
153			2 Wire ISDN Compatible - area D	N/A		See NRC prices below	Interim
154			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
155			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
156			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
157			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
158			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
159			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
160			CO to Terminal sub-loop				
161			2 Wire Analog - area B	\$8.36		See NRC prices below	Interim
162			2 Wire Analog - Area C	\$11.70		See NRC prices below	Interim
163			2 Wire Analog - area D	\$15.86		See NRC prices below	Interim
164			4 Wire Analog - area B	\$19.98		See NRC prices below	Interim
165			4 Wire Analog - area C	\$27.05		See NRC prices below	Interim
166			4 Wire Analog - area D	\$35.05		See NRC prices below	Interim
167			2 Wire DSL - area B	\$7.52		See NRC prices below	Interim
168			2 Wire DSL - area C	\$10.87		See NRC prices below	Interim
169			2 Wire DSL - area D	\$13.22		See NRC prices below	Interim
170			4 Wire DSL - area B	\$15.06		See NRC prices below	Interim
171			4 Wire DSL - area C	\$21.68		See NRC prices below	Interim
172			4 Wire DSL - area D	\$28.38		See NRC prices below	Interim
173			2 Wire ISDN Compatible - area B	N/A		See NRC prices below	Interim
174			2 Wire ISDN Compatible - area C	N/A		See NRC prices below	Interim
175			2 Wire ISDN Compatible - area D	N/A		See NRC prices below	Interim
176			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
177			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
178			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim

TBD - To be determined
 NRC - Nonrecurring only
 ICB - Individual Case Basis
 NA or N/A - Not Applicable

A		B	C	D	E	F	G
1				RECURRING		NON-REC.	Interim
2	JWO			Monthly			
3							
179		DS3 compatible subloop - Area B		N/A		See NRC prices below	Interim
180		DS3 compatible subloop - Area C		N/A		See NRC prices below	Interim
181		DS3 compatible subloop - Area D		N/A		See NRC prices below	Interim
182		RT to SAI sub-loop					
183		2 Wire Analog - area B		\$0.95		See NRC prices below	Interim
184		2 Wire Analog - Area C		\$1.16		See NRC prices below	Interim
185		2 Wire Analog - area D		\$1.70		See NRC prices below	Interim
186		4 Wire Analog - area B		\$1.89		See NRC prices below	Interim
187		4 Wire Analog - area C		\$2.31		See NRC prices below	Interim
188		4 Wire Analog - area D		\$3.36		See NRC prices below	Interim
189		2 Wire DSL - area B		\$0.95		See NRC prices below	Interim
190		2 Wire DSL - area C		\$1.16		See NRC prices below	Interim
191		2 Wire DSL - area D		\$1.70		See NRC prices below	Interim
192		4 Wire DSL - area B		\$1.89		See NRC prices below	Interim
193		4 Wire DSL - area C		\$2.31		See NRC prices below	Interim
194		4 Wire DSL - area D		\$3.36		See NRC prices below	Interim
195		2 Wire ISDN Compatible - area B		N/A		See NRC prices below	Interim
196		2 Wire ISDN Compatible - area C		N/A		See NRC prices below	Interim
197		2 Wire ISDN Compatible - area D		N/A		See NRC prices below	Interim
198		4 Wire DS1 Compatible - area B		N/A		See NRC prices below	Interim
199		4 Wire DS1 Compatible - area C		N/A		See NRC prices below	Interim
200		4 Wire DS1 Compatible - area D		N/A		See NRC prices below	Interim
201		DS3 compatible subloop - Area B		N/A		See NRC prices below	Interim
202		DS3 compatible subloop - Area C		N/A		See NRC prices below	Interim
203		DS3 compatible subloop - Area D		N/A		See NRC prices below	Interim
204		RT to Terminal sub-loop					
205		2 Wire Analog - area B		\$3.44		See NRC prices below	Interim
206		2 Wire Analog - Area C		\$5.92		See NRC prices below	Interim
207		2 Wire Analog - area D		\$6.40		See NRC prices below	Interim
208		4 Wire Analog - area B		\$6.93		See NRC prices below	Interim
209		4 Wire Analog - area C		\$11.81		See NRC prices below	Interim
210		4 Wire Analog - area D		\$16.77		See NRC prices below	Interim
211		2 Wire DSL - area B		N/A		See NRC prices below	Interim
212		2 Wire DSL - area C		N/A		See NRC prices below	Interim
213		2 Wire DSL - area D		N/A		See NRC prices below	Interim
214		4 Wire DSL - area B		\$6.93		See NRC prices below	Interim
215		4 Wire DSL - area C		\$11.81		See NRC prices below	Interim
216		4 Wire DSL - area D		\$16.77		See NRC prices below	Interim
217		2 Wire ISDN Compatible - area B		\$3.44		See NRC prices below	Interim
218		2 Wire ISDN Compatible - area C		\$5.92		See NRC prices below	Interim
219		2 Wire ISDN Compatible - area D		\$6.40		See NRC prices below	Interim
220		4 Wire DS1 Compatible - area B		N/A		See NRC prices below	Interim
221		4 Wire DS1 Compatible - area C		N/A		See NRC prices below	Interim
222		4 Wire DS1 Compatible - area D		N/A		See NRC prices below	Interim
223		DS3 compatible subloop - Area B		N/A		See NRC prices below	Interim
224		DS3 compatible subloop - Area C		N/A		See NRC prices below	Interim
225		DS3 compatible subloop - Area D		N/A		See NRC prices below	Interim
226		RT to NID sub-loop					
227		2 Wire Analog - area B		\$4.40		See NRC prices below	Interim
228		2 Wire Analog - Area C		\$7.02		See NRC prices below	Interim
229		2 Wire Analog - area D		\$9.66		See NRC prices below	Interim
230		4 Wire Analog - area B		\$8.82		See NRC prices below	Interim
231		4 Wire Analog - area C		\$14.00		See NRC prices below	Interim
232		4 Wire Analog - area D		\$19.29		See NRC prices below	Interim
233		2 Wire DSL - area B		\$4.40		See NRC prices below	Interim
234		2 Wire DSL - area C		\$7.02		See NRC prices below	Interim
235		2 Wire DSL - area D		\$9.66		See NRC prices below	Interim
236		4 Wire DSL - area B		\$8.82		See NRC prices below	Interim
237		4 Wire DSL - area C		\$14.00		See NRC prices below	Interim
238		4 Wire DSL - area D		\$19.29		See NRC prices below	Interim
239		2 Wire ISDN Compatible - area B		\$4.40		See NRC prices below	Interim
240		2 Wire ISDN Compatible - area C		\$7.02		See NRC prices below	Interim
241		2 Wire ISDN Compatible - area D		\$9.66		See NRC prices below	Interim
242		4 Wire DS1 Compatible - area B		\$27.80		See NRC prices below	Interim
243		4 Wire DS1 Compatible - area C		\$32.56		See NRC prices below	Interim
244		4 Wire DS1 Compatible - area D		\$38.06		See NRC prices below	Interim
245		DS3 compatible subloop - Area B		\$716.71		See NRC prices below	Interim
246		DS3 compatible subloop - Area C		\$806.96		See NRC prices below	Interim
247		DS3 compatible subloop - Area D		\$810.82		See NRC prices below	Interim
248		SAI to Terminal sub-loop					
249		2 Wire Analog - area B		\$3.69		See NRC prices below	Interim
250		2 Wire Analog - Area C		\$5.61		See NRC prices below	Interim
251		2 Wire Analog - area D		\$7.70		See NRC prices below	Interim
252		4 Wire Analog - area B		\$7.29		See NRC prices below	Interim
253		4 Wire Analog - area C		\$11.22		See NRC prices below	Interim
254		4 Wire Analog - area D		\$15.42		See NRC prices below	Interim
255		2 Wire DSL - area B		N/A		See NRC prices below	Interim
256		2 Wire DSL - area C		N/A		See NRC prices below	Interim
257		2 Wire DSL - area D		N/A		See NRC prices below	Interim
258		4 Wire DSL - area B		\$7.26		See NRC prices below	Interim
259		4 Wire DSL - area C		\$11.22		See NRC prices below	Interim
260		4 Wire DSL - area D		\$15.42		See NRC prices below	Interim
261		2 Wire ISDN Compatible - area B		\$3.59		See NRC prices below	Interim
262		2 Wire ISDN Compatible - area C		\$5.61		See NRC prices below	Interim
263		2 Wire ISDN Compatible - area D		\$7.70		See NRC prices below	Interim
264		4 Wire DS1 Compatible - area B		N/A		See NRC prices below	Interim
265		4 Wire DS1 Compatible - area C		N/A		See NRC prices below	Interim
266		4 Wire DS1 Compatible - area D		N/A		See NRC prices below	Interim
267		DS3 compatible subloop - Area B		N/A		See NRC prices below	Interim

TBD - To be determined
 NRD - Nonrecurring only
 ICB - Individual Case Basis
 NA or N/A - Not Applicable

1	A	B	C	D	E	F	G
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
268			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
269			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
270		SAI to NID sub-loop					
271		2 Wire Analog - area B		\$4.54		See NRC prices below	Interim
272		2 Wire Analog - Area C		\$8.71		See NRC prices below	Interim
273		2 Wire Analog - area D		\$8.97		See NRC prices below	Interim
274		4 Wire Analog - area B		\$9.14		See NRC prices below	Interim
275		4 Wire Analog - area C		\$13.42		See NRC prices below	Interim
276		4 Wire Analog - area D		\$17.94		See NRC prices below	Interim
277		2 Wire DSL - area B		\$4.54		See NRC prices below	Interim
278		2 Wire DSL - area C		\$6.71		See NRC prices below	Interim
279		2 Wire DSL - area D		\$8.97		See NRC prices below	Interim
280		4 Wire DSL - area B		\$9.14		See NRC prices below	Interim
281		4 Wire DSL - area C		\$13.42		See NRC prices below	Interim
282		4 Wire DSL - area D		\$17.94		See NRC prices below	Interim
283		2 Wire ISDN Compatible - area B		N/A		See NRC prices below	Interim
284		2 Wire ISDN Compatible - area C		N/A		See NRC prices below	Interim
285		2 Wire ISDN Compatible - area D		N/A		See NRC prices below	Interim
286		4 Wire DS1 Compatible - area B		N/A		See NRC prices below	Interim
287		4 Wire DS1 Compatible - area C		N/A		See NRC prices below	Interim
288		4 Wire DS1 Compatible - area D		N/A		See NRC prices below	Interim
289		DS3 compatible subloop - Area B		N/A		See NRC prices below	Interim
290		DS3 compatible subloop - Area C		N/A		See NRC prices below	Interim
291		DS3 compatible subloop - Area D		N/A		See NRC prices below	Interim
292		Terminal to NID sub-loop					
293		2 Wire Analog - area B		\$1.36		See NRC prices below	Interim
294		2 Wire Analog - Area C		\$1.61		See NRC prices below	Interim
295		2 Wire Analog - area D		\$1.76		See NRC prices below	Interim
296		4 Wire Analog - area B		\$2.78		See NRC prices below	Interim
297		4 Wire Analog - area C		\$3.18		See NRC prices below	Interim
298		4 Wire Analog - area D		\$3.53		See NRC prices below	Interim
299		2 Wire DSL - area B		\$1.36		See NRC prices below	Interim
300		2 Wire DSL - area C		\$1.61		See NRC prices below	Interim
301		2 Wire DSL - area D		\$1.76		See NRC prices below	Interim
302		4 Wire DSL - area B		\$2.78		See NRC prices below	Interim
303		4 Wire DSL - area C		\$3.18		See NRC prices below	Interim
304		4 Wire DSL - area D		\$3.53		See NRC prices below	Interim
305		2 Wire ISDN Compatible - area B		N/A		See NRC prices below	Interim
306		2 Wire ISDN Compatible - area C		N/A		See NRC prices below	Interim
307		2 Wire ISDN Compatible - area D		N/A		See NRC prices below	Interim
308		4 Wire DS1 Compatible - area B		N/A		See NRC prices below	Interim
309		4 Wire DS1 Compatible - area C		N/A		See NRC prices below	Interim
310		4 Wire DS1 Compatible - area D		N/A		See NRC prices below	Interim
311		DS3 compatible subloop - Area B		N/A		See NRC prices below	Interim
312		DS3 compatible subloop - Area C		N/A		See NRC prices below	Interim
313		DS3 compatible subloop - Area D		N/A		See NRC prices below	Interim
314		NID sub-loop element					
315		2 Wire Analog - area B		\$0.18		See NRC prices below	Interim
316		2 Wire Analog - Area C		\$0.18		See NRC prices below	Interim
317		2 Wire Analog - area D		\$0.18		See NRC prices below	Interim
318		4 Wire Analog - area B		\$0.35		See NRC prices below	Interim
319		4 Wire Analog - area C		\$0.33		See NRC prices below	Interim
320		4 Wire Analog - area D		\$0.33		See NRC prices below	Interim
321		2 Wire DSL - area B		\$0.18		See NRC prices below	Interim
322		2 Wire DSL - area C		\$0.18		See NRC prices below	Interim
323		2 Wire DSL - area D		\$0.18		See NRC prices below	Interim
324		4 Wire DSL - area B		\$0.35		See NRC prices below	Interim
325		4 Wire DSL - area C		\$0.33		See NRC prices below	Interim
326		4 Wire DSL - area D		\$0.33		See NRC prices below	Interim
327		2 Wire ISDN Compatible - area B		\$0.18		See NRC prices below	Interim
328		2 Wire ISDN Compatible - area C		\$0.18		See NRC prices below	Interim
329		2 Wire ISDN Compatible - area D		\$0.18		See NRC prices below	Interim
330		4 Wire DS1 Compatible - area B		N/A		See NRC prices below	Interim
331		4 Wire DS1 Compatible - area C		N/A		See NRC prices below	Interim
332		4 Wire DS1 Compatible - area D		N/A		See NRC prices below	Interim
333		DS3 compatible subloop - Area B		N/A		See NRC prices below	Interim
334		DS3 compatible subloop - Area C		N/A		See NRC prices below	Interim
335		DS3 compatible subloop - Area D		N/A		See NRC prices below	Interim
336		SPDI sub-loop element					
337		2 Wire Analog - area B		\$1.14		See NRC prices below	Interim
338		2 Wire Analog - Area C		\$1.14		See NRC prices below	Interim
339		2 Wire Analog - area D		\$1.14		See NRC prices below	Interim
340		4 Wire Analog - area B		\$2.29		See NRC prices below	Interim
341		4 Wire Analog - area C		\$2.29		See NRC prices below	Interim
342		4 Wire Analog - area D		\$2.29		See NRC prices below	Interim
343		2 Wire DSL - area B		\$1.14		See NRC prices below	Interim
344		2 Wire DSL - area C		\$1.14		See NRC prices below	Interim
345		2 Wire DSL - area D		\$1.14		See NRC prices below	Interim
346		4 Wire DSL - area B		\$2.29		See NRC prices below	Interim
347		4 Wire DSL - area C		\$2.29		See NRC prices below	Interim
348		4 Wire DSL - area D		\$2.29		See NRC prices below	Interim
349		2 Wire ISDN Compatible - area B		\$1.14		See NRC prices below	Interim
350		2 Wire ISDN Compatible - area C		\$1.14		See NRC prices below	Interim
351		2 Wire ISDN Compatible - area D		\$1.14		See NRC prices below	Interim
352		4 Wire DS1 Compatible - area B		N/A		See NRC prices below	Interim
353		4 Wire DS1 Compatible - area C		N/A		See NRC prices below	Interim
354		4 Wire DS1 Compatible - area D		N/A		See NRC prices below	Interim
355		DS3 compatible subloop - Area B		N/A		See NRC prices below	Interim
356		DS3 compatible subloop - Area C		N/A		See NRC prices below	Interim

TBD - To be determined
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 ICB - Individual Case Basis
 NA or N/A - Not Applicable

1	A	B	C	D	E	F	G
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
357			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
358			Sub-Loop Non-Recurring Charges				
359			2-Wire Analog Sub-Loop	N/A		\$217.57	Interim
360			4-Wire Analog Sub-Loop	N/A		\$218.54	Interim
361			2-Wire xDSL Digital Sub-Loop	N/A		\$250.83	Interim
362			4-Wire xDSL Digital Sub-Loop	N/A		\$255.11	Interim
363			2-Wire ISDN Digital Sub-Loop	N/A		\$278.37	Interim
364			4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	N/A		\$470.27	Interim
365			DS3 Sub-Loop	N/A		\$619.58	Interim
366			Service Order Charge				
367			Establish, per occasion	N/A		\$16.23	Interim
368			Line Connection Charge				
369			per occasion	N/A		\$31.00	Interim
370							
371			Sub Loop Inquiry Charge	N/A		N/A	Interim
372							
373			DSL Cross Connects				
374			HFPL Cross Connect - CLEC Owned Non Integrated	\$0.48		\$60.01	Interim
375			HFPL Cross Connect - CLEC Owned Integrated	\$0.48		\$131.06	Interim
376			HFPL Cross Connect - SBC Owned	\$0.48		\$73.08	Interim
377			The price assumes all Central Office cross-connects required to provision the HFPL product				
378							
379			HFPL OSS Charge				
380			HFPL OSS Charge - per line	\$0.87		N/A	Interim
381							
382			HFPL LST				
383			Line & Station Transfer (LST)	N/A		TBD	Interim
384							
385			Loop Cross Connects				
386			DS3 C O. Cross-Connect to Collocation	\$30.53		N/A	Interim
387							
388			Unbundled Local Switching	USAGE			
389			Usage, per Originating	\$0.003209	per MOU	NA	Interim
390				PER MESSAGE			
391			Daily Usage Feed (DUF), per message	\$0.000886		NA	
392							
393			Customized Routing per Line Class Code, per switch	NA		\$304.06	
394			Regional Usage Billing & Trunk Order Development, per CLEC	NA		\$35,773.77	
395			Service Coordination Fee, per CLEC bill, per switch	\$0.48		NA	
396							
397			Customer Training	NA		\$78.82	
398							
399			Unbundled Local Switching with Shared Transport	USAGE			
400			ULS-Usage for ULS-ST, per Originating & Terminating MOU	\$0.000842		NA	
401			ULS-ST Blended Transport MOU	\$0.001067		NA	Interim
402			ULS-ST Reciprocal Compensation MOU	\$0.000842		NA	Interim
403			ULS-ST Common Transport MOU	\$0.000684		NA	Interim
404			ULS-ST Tandem Switching MOU	\$0.000213		NA	Interim
405				PER MESSAGE			
406			SS7 Signaling Transport associated with ULS-ST	\$0.000635		NA	Interim
407							
408			Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch	NA		\$130.57	Interim
409							
410			ULS-ST Ports				
411			Basic Line Port - Residence, per Port	\$3.11		\$48.27	
412			Basic Line Port - Business, per Port	\$4.61		\$48.27	
413							
414			Port Charge Per Month				
415			Analog Line Port	\$4.63		\$48.53	
416			Ground Start Port	\$4.92		\$48.27	
417			Analog DID Trunk Port	\$12.74		\$48.53	
418			ISDN BRI Port	\$28.30		\$48.53	
419			ISDN PRI Port	\$147.30		\$720.13	
420			Digital Trunking Trunk Port	\$105.71		\$725.29	
421			DS1 Trunk Port	\$61.68		\$725.29	
422			Centrex Basic Line Port	\$8.90		\$48.27	
423			Centrex ISDN BRI Port	\$44.99		\$48.27	
424			Centrex EKL Line Port	\$27.29		\$48.27	
425			Centrex Attendant Console Line Port	\$87.24		\$96.55	
426							
427			ULS - Port Charge Per Month				
428			Basic Line Port - Residence, per Port	\$3.11		\$48.27	
429			Basic Line Port - Business, per Port	\$4.61		\$48.27	
430			COPTS - Coin Port	\$4.92		\$48.27	
431			Analog DID Trunk Port	\$12.67		\$48.27	
432			DID Telephone Number, per Number	\$0.01		NA	
433			Add / Rearrange Each Termination	N/A		\$30.06	
434			ISDN BRI Port	\$28.15		\$48.27	
435			ISDN Telephone Number, per Number	\$0.01		NA	
436			ISDN PRI Port	\$146.52		\$725.29	
437			ISDN Telephone Number, per Number	\$0.01		NA	
438			Add / Rearrange Each Termination	N/A		\$30.06	
439							
440			ULS and ULS-ST Port Non-Recurring Charges				
441			Service Order - Line Port, per occasion	NA		\$16.02	
442			Service Order - Trunk Port, per occasion	NA		\$325.62	
443			Service Order - Record Order, per occasion	NA		\$14.27	
444			Conversion from one port type to another, per each port changed	NA		\$43.83	

TBD - To be determined
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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
445		Service Order - Record		NA		\$67.71	
446		CTX Cng & Rearrange per system feature per occ.		NA		\$260.86	
447		CTX Feature Activation per occasion		NA		\$35,773.17	
448							
449		Cross Connects					
450		2-Wire		\$0.15		NA	Interim
451		4-Wire		\$0.29		NA	Interim
452		6-Wire		\$0.45		NA	Interim
453		8-Wire		\$0.69		NA	Interim
454		DS1/LT1		\$0.40		NA	Interim
455		DS3/LT3		\$0.70		NA	Interim
456		OC3		\$74.32		NA	Interim
457		OC12		\$391.72		NA	Interim
458		OC48		\$955.39		NA	Interim
459		DS3 C.O. Cross-Connection to Collocation		NA		NA	
460							
461		Unbundled Tandem Switching					
462		per minute of use (without Tandem Trunks)		\$0.00		NA	
463		Tandem Trunks (DS1) with features		\$122.01		NA	Interim
464							
465		Unbundled Tandem Switching - Nonrecurring Charges					
466		Service Order		NA		\$377.77	Interim
467		Line Connection		NA		\$770.83	Interim
468		Service Order - Add/Change		NA		\$26.01	Interim
469		Trunk Features		\$15.62		NA	
470							
471		Dedicated Transport					
472		Entrance Facility:					
473		DS1 Zone 1		\$66.45		NA	
474		Zone 2		\$81.14		NA	
475		Zone 3		\$82.07		NA	
476		DS3 Zone 1		\$560.77		NA	
477		Zone 2		\$648.31		NA	
478		Zone 3		\$693.84		NA	
479		OC3 All Zones		\$269.86		NA	
480		OC12 All Zones		\$464.01		NA	
481		OC48 All Zones		\$1,931.85		NA	
482							
483		Interoffice Transport:					
484		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones		\$14.79		NA	
485		Interoffice Mileage - Per Mile - All Zones		\$1.84		NA	
486		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones		\$127.75		NA	
487		Interoffice Mileage - Per Mile - All Zones		\$21.61		NA	
488		OC3 Interoffice Mileage Termination - Per Point of Termination - All Zones		\$326.14		NA	
489		Interoffice Mileage - Per Mile - All Zones		\$208.39		NA	
490		OC12 Interoffice Mileage Termination - Per Point of Termination - All Zones		\$554.08		NA	
491		Interoffice Mileage - Per Mile - All Zones		\$370.49		NA	
492		OC48 Interoffice Mileage Termination - Per Point of Termination - All Zones		\$1,219.10		NA	
493		Interoffice Mileage - Per Mile - All Zones		\$264.08		NA	
494							
495		Multiplexing					
496		DS1 to Voice Grade		\$278.80		NA	
497		DS3 to DS1		\$372.85		NA	
498		OC3 Add/Drop Multiplexing - Per Arrangement		\$528.23		NA	
499		Add/Drop Function					
500		- Per DS3 Add or Drop		\$101.70		NA	
501		- Per DS1 Add or Drop		\$31.40		NA	
502		OC12 Add/Drop Multiplexing - Per Arrangement		\$692.17		NA	
503		Add/Drop Function					
504		- Per OC3 Add or Drop		\$141.86		NA	
505		- Per DS3 Add or Drop		\$30.72		NA	
506		OC48 Add/Drop Multiplexing - Per Arrangement		\$965.51		NA	
507		Add/Drop Function					
508		- Per OC12 Add or Drop		\$307.83		NA	
509		- Per OC3 Add or Drop		\$142.38		NA	
510		- Per DS3 Add or Drop		\$49.30		NA	
511							
512		Dedicated Transport Cross Connects					
513		DS1		\$0.40		NA	
514		DS3		\$0.70		NA	
515		OC3		\$74.32		NA	
516		OC12		\$391.72		NA	
517		OC48		\$955.39		NA	
518							
519		Dark Fiber					
520		Interoffice Dark Fiber					
521		Interoffice Inquiry Charge - per request		N/A		\$293.78	Interim
522		Interoffice Administration Charge - per order		N/A		\$27.27	Interim
523		Interoffice Connection Charge - per strand		N/A		\$564.49	Interim
524		Interoffice Mileage Termination - per Fiber per termination		\$15.15		N/A	Interim
525		Interoffice Mileage - per fiber per foot		\$0.00		N/A	Interim
526		Interoffice Cross Connect - per cross connect		\$3.20		N/A	Interim
527		Loop/Sub-Loop Dark Fiber					Interim
528		Loop/Sub-Loop Inquiry Charge - per request		N/A		\$78.38	Interim
529		Loop/Sub-Loop Administration Charge - per order		N/A		\$27.27	Interim
530		Loop Connection Charge - CO to RT/CEV/HUT; CO to Prem, per strand		N/A		\$479.92	Interim
531		Sub-Loop Connection Charge - RT/CEV/HUT to RT/CEV/HUT; RT/CEV/HUT to Prem, per strand		N/A		\$497.68	Interim
532		Loop/Sub-Loop Mileage Termination - per fiber per termination		\$12.84		N/A	Interim
533		Loop/Sub-Loop Mileage Termination - per fiber per foot		\$0.00		N/A	Interim

TBD - To be determined
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	A	B	C	D	E	F	G
1							
2	QWQ			RECURRING		NON-REC.	Interim
3				Monthly			
534			Loop/Sub-Loop Cross Connect	\$2.62		N/A	Interim
535							
536			Digital Cross-Connect System				
537			DCS Port Charge				
538			DS1	ICB		ICB	
539			DS3	ICB		ICB	
540			DCS Establishment Charge	ICB		ICB	
541			Database Modification Charge	ICB		ICB	
542			Reconfiguration Charge	ICB		ICB	
543							
544			Dedicated Transport Network Reconfiguration Service (NRB)				
545			On rates, terms and conditions specified in FCC Tariff No. 2				
546							
547			Dedicated Transport Optional Features & Functions				
548		DS1	Clear Channel Capability - Per 1,544 Mbps Circuit Arranged	NA		\$402.28	
549		OC3	+1 Protection - Per OC3 Entrance Facility	\$40.23		NA	
550			+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$40.23		\$2,733.58	
551			+1 Protection with Route Survivability (1 & 2 below apply)	NA		NA	
552			(1) Per OC3 Entrance Facility	\$40.23		NA	
553			(2) Per Quarter Route Mile	\$47.49		NA	
554		OC12	+1 Protection - Per OC12 Entrance Facility	\$198.99		NA	
555			+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$198.99		\$2,733.58	
556			+1 Protection with Route Survivability (1 & 2 below apply)	NA		NA	
557			(1) Per OC12 Entrance Facility	\$198.99		NA	Interim
558			(2) Per Quarter Route Mile	\$42.08		NA	Interim
559		OC48	+1 Protection - Per OC48 Entrance Facility	\$826.72		NA	Interim
560			+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$826.72		\$2,733.58	Interim
561			+1 Protection with Route Survivability (1 & 2 below apply)	NA		NA	Interim
562			(1) Per OC48 Entrance Facility	\$826.72		NA	Interim
563			(2) Per Quarter Route Mile	\$70.75		NA	Interim
564							
565			Dedicated Transport Installation & Reconnection Charges				
566		DS1	Administration Charge - Per Order	NA		\$394.30	
567			Design & Central Office Connection Charge - Per Circuit	NA		\$824.17	
568			Carrier Connection Charge - Per Order	NA		\$912.19	
569		DS3	Administration Charge - Per Order	NA		\$298.28	
570			Design & Central Office Connection Charge - Per Circuit	NA		\$663.29	
571			Carrier Connection Charge - Per Order	NA		\$351.77	
572		OC3	Administration Charge - Per Order	NA		\$116.40	
573			Design & Central Office Connection Charge - Per Circuit	NA		\$487.96	
574			Carrier Connection Charge - Per Order	NA		\$652.38	
575		OC12	Administration Charge - Per Order	NA		\$116.40	
576			Design & Central Office Connection Charge - Per Circuit	NA		\$487.96	
577			Carrier Connection Charge - Per Order	NA		\$652.38	
578		OC48	Administration Charge - Per Order	NA		\$116.40	
579			Design & Central Office Connection Charge - Per Circuit	NA		\$487.96	
580			Carrier Connection Charge - Per Order	NA		\$652.38	
581							
582			Line Information Database - LIDB	USAGE			
583			Validation Query (Regional STP Access Includes SMS & Stewit)	\$0.015282	(per query)	NA	
584			Query Transport (Regional STP Access Validation)	\$0.000019	(per query)	NA	
585			Validation Query (Local STP Access Includes SMS & Stewit)	\$0.015282	(per query)	NA	
586			Query Transport (Local STP Access Validation)	\$0.000135	(per query)	NA	
587			Fac-Based-Local STP Conn LIDB to Other DBs	\$0.058736		NA	
588			Non-Fac-Based LIDB Validation	\$0.015282		NA	
589			Non-Fac-Based LIDB Transport	\$0.000290		NA	
590			Non-Fac-Based LIDB to Other Databases	\$0.058890		NA	
591			CNAM Database Query (Regional STP Access Includes SMS)	\$0.008000	(per query)	NA	
592			CNAM Database Query (Local STP Access Includes SMS)	\$0.008000	(per query)	NA	
593			Service Order Cost	NA		\$25.00	
594			Service Establishment Charge	NA		NA	
595							
596			800 Database	USAGE			
597			Toll Free Database Query (Regional STP Access)	\$0.001218	(per query)	NA	
598			Call Handling and Destination (Regional STP Access)	\$0.000148	(per query)	NA	
599			Toll Free Database Query (Local STP Access)	\$0.001340	(per query)	NA	
600			Call Handling and Destination (Local STP Access)	\$0.000269	(per query)	NA	
601						NA	
602			Unbundled Local Switching Interconnection			NA	
603			800 DB Call-Routing Query	\$0.002313	(per query)	NA	
604			800 DB Routing Options Query	\$0.000434	(per query)	NA	
605						NA	
606			Fac-Based-Local STP Conn-800DB Carrier ID Only	\$0.001257		NA	
607			Fac-Based-Local STP Conn-800DB Routing Options	\$0.000262		NA	
608			Fac-Based-Reg. STP Conn-800DB Carrier ID Only	\$0.001141		NA	
609			Fac-Based-Reg. STP Conn-800DB Routing Options	\$0.000137		NA	
610			Non-Fac-Based-800DB Call Routing Query	\$0.002170		NA	
611			Non-Fac-Based-800DB Routing Options	\$0.000407		NA	
612							
613			Service Provider Number Portability Cost Study				
614			Ported Number with 4 Add'l Paths - Res	\$3.26		\$3.33	
615			Ported Number with 10 Add'l Paths - Bus	\$4.85		\$4.75	
616			Additional Paths - 1 - 5	\$0.07		\$0.07	
617			Additional Paths - 6 - 90	\$0.40		\$0.41	
618			Ported Number with 20 Add'l Paths	\$4.35		\$4.45	
619			Additional Paths - 21 - 90	\$0.40		\$0.41	
620			Service Order			\$67.28	
621			CO Connection per Ported Number			\$16.48	
622			CO Connection for Subsequent Add'l Paths			\$9.18	

TBD - To be determined
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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
623							
624			Service Provider Number Portability (SPNP) Service - Monthly Recurring Charges				
625			Monthly Cost per Voice Grade Channel Termination	\$17.49		NA	
626			Monthly Cost per DS1 Channel Termination	\$119.95		NA	
627			Monthly Cost per Ported Number	\$0.03		NA	
628			Monthly Memory Cost Per Office	NA		NA	
629			V3 Transport Charge (PBX Grid Start)	NA		NA	
630			Rate Zone B	\$6.07		NA	
631			Rate Zone C	\$8.50		NA	
632			Rate Zone D	\$10.02		NA	
633			Service Coord. Fee per account, per CO	\$0.48		NA	
634							
635			Service Provider Number Portability (SPNP) Service - Nonrecurring Charges				
636			Nonrecurring Cost per Voice Grade Channel Termination	NA		\$29.83	
637			Nonrecurring Cost per DS1 Channel Termination	NA		\$360.11	
638			Nonrecurring Cost per Ported Number	NA		\$4.11	
639			Service Ordering per Occasion	NA		\$108.14	
640			Service Establishment per Trunk Group	NA		\$59.17	
641			Service Rearrangement	NA		\$27.82	
642							
643			SS7				
644			SS7 Links - Cross Connects				
645			STP to Collocators Cage - DS0	See Dedicated Transport			
646			STP to Collocators Cage - DS1	See Dedicated Transport			
647			STP to SWBT MDF - DS0	See Dedicated Transport			
648			STP to SWBT DSX Frame-DS1	See Dedicated Transport			
649							
650			SS7 Links				
651			STP Access Connection - 1.544 Mbps	See Dedicated Transport			
652			STP Access Link - 56 Kbps	See Dedicated Transport			
653							
654			STP Port				
655				\$284.02		\$624.49	
656			SS7 Signaling	USAGE			
657			Signal Switching/IAM msg	\$0.000135		NA	
658			Signal Transport/IAM msg	\$0.000060		NA	
659			Signal Formulation/IAM msg	\$0.000180		NA	
660			Signal Tandem Switching/IAM msg	\$0.000233		NA	
661			Signal Switching/ISUP msg	\$0.000127		NA	
662			Signal Transport/ISUP msg	\$0.000047		NA	
663			Signal Formulation/ISUP msg	\$0.000150		NA	
664			Signal Tandem Switching/ISUP msg	\$0.000219		NA	
665			Signal Switching/TCAP msg	\$0.000113		NA	
666			Signal Transport/TCAP msg	\$0.000031		NA	
667			Signal Formulation/TCAP msg	\$0.000124		NA	
668			Point Code Addition	N/A		\$22.71	
669			Global Title Translation Addition	N/A		\$12.22	
670			Record	NA		NA	
671			Disconnect	NA		NA	
672							
673			Unbundled Switch Port - Vertical Features				
674			Analog Line Port Features (per feature per port):				
675			Call Waiting	NA		NA	
676			Call Forwarding Variable	NA		NA	
677			Call Forwarding Busy Line	NA		NA	
678			Call Forwarding Don't Answer	NA		NA	
679			Three-Way Calling	NA		NA	
680			Speed Calling - 8	NA		NA	
681			Speed Calling - 30	NA		NA	
682			Auto Callback/Auto Redial	NA		NA	
683			Distinctive Ring/Priority Call	NA		NA	
684			Selective Call Rejection/Call Blocker	NA		NA	
685			Auto Recall/Call Return	NA		NA	
686			Selective Call Forwarding	NA		NA	
687			Calling Number Delivery	NA		NA	
688			Calling Name Delivery	NA		NA	
689			Calling Number/Name Blocking	NA		NA	
690			Remote Access to Call Forwarding (RACF)	NA		NA	
691							
692			Analog Line Port Features:				
693			Personalized Ring (per arrangement per port)	NA		NA	
694			Hunting Arrangement (per arrangement)	NA		NA	
695							
696			ISDN BRI Port Features (per B Channel, unless noted)				
697			CSW/CSD per ISDN BRI port (required/provided)	NA		NA	
698							
699			Basic Centrex Electronic Key Line (EKL) Features				
700			Basic EKL provides:	NA		NA	
701			Bridged Call Exclusion	NA		NA	
702			Bridging	NA		NA	
703			Call Forwarding Don't Answer	NA		NA	
704			Call Forwarding Interface Busy	NA		NA	
705			Call Forwarding Variable	NA		NA	
706			Message Waiting Indicator	NA		NA	
707			Speed Call (Long)	NA		NA	
708			Speed Call (Short)	NA		NA	
709			Three-way Conference Calling	NA		NA	
710							
711			Call Appearance Call Handling (CACH) EKL				

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1	A	B	C	D	E	F	G
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
712		CACH EKL includes:		NA		NA	
713		Additional Call Offering (inherent)		NA		NA	
714		Bridged Call Exclusion		NA		NA	
715		Bringing		NA		NA	
716		Call Forwarding Don't Answer		NA		NA	
717		Call Forwarding Interface Busy		NA		NA	
718		Call Forwarding Variable		NA		NA	
719		Intercom		NA		NA	
720		Key System Coverage for Analog Lines		NA		NA	
721		Message Waiting Indicator		NA		NA	
722		Speed Call (Long)		NA		NA	
723		Speed Call (Short)		NA		NA	
724		Three-way Conference Calling		NA		NA	
725							
726		Basic Individual Features:		NA		NA	
727		Additional Call Offering		NA		NA	
728		Call Forwarding Don't Answer		NA		NA	
729		Call Forwarding Interface Busy		NA		NA	
730		Call Forwarding Variable		NA		NA	
731		Calling Number Delivery		NA		NA	
732		Hunt Group for CSD		NA		NA	
733		Hunt Group for CSV		NA		NA	
734		Message Waiting Indicator		NA		NA	
735		Secondary Only Telephone Number		NA		NA	
736		Three Way Conference Calling		NA		NA	
737							
738		ISDN PRI Port Features					
739		Backup D Channel		NA		NA	
740		Calling Number Delivery		NA		NA	
741		Dynamic Channel Allocation		NA		NA	
742		DID #s - Analog DID Trunk Port Features		\$0.01		NA	
743							
744		Analog Trunk Port Features (per feature per port)					
745		DID #s - per telephone number		\$0.01		NA	
746							
747		D81 Digital Trunk Port Features (per feature per port)					
748		DID #s - Analog DID Trunk Port Features		\$0.01		NA	
749							
750		Unbundled Centrex System Options					
751		System Initial Establishment per Serving Office - analog only		NA		\$496.73	
752		System Initial Establishment per Serving Office - Analog/ISDN BRI mix		NA		\$496.73	
753		System Initial Establishment per Serving Office - ISDN BRI Only		NA		\$496.73	
754		System Subsequent Change per Serving Office - Analog only system		NA		\$68.07	
755		System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system		NA		\$68.07	
756		System Subsequent Change per Serving Office - ISDN BRI only system		NA		\$68.07	
757							
758		Unbundled Centrex System Options					
759		Centrex Common Block Establishment, per Serving Office		NA		\$494.11	
760		Centrex System Features		\$305.52		NA	
761		Centrex System Feature Activation, per Occasion		NA		\$260.66	
762		Centrex Change and Rearrange, per System Feature, per Occasion		NA		\$67.71	
763							
764		Analog Line Port (ALP) Features for Unbundled Centrex					
765		System feature initialization per Centrex Common Block		NA		\$282.24	
766							
767		System Features (per Centrex Common Block)		\$307.14		NA	
768		Automatic Callback Calling/Business Group Callback		NA		NA	
769		Call Forwarding Variable/Business Group Call Forwarding Variable		NA		NA	
770		Call Forwarding Busy Line		NA		NA	
771		Call Forwarding Don't Answer		NA		NA	
772		Call Hold		NA		NA	
773		Call Pickup		NA		NA	
774		Call Transfer - All Calls		NA		NA	
775		Call Waiting - Intragroup/Business Group Call Waiting		NA		NA	
776		Call Waiting - Originating		NA		NA	
777		Call Waiting - Terminating		NA		NA	
778		Class of Service Restriction - Fully Restricted		NA		NA	
779		Class of Service Restriction - Semi Restricted		NA		NA	
780		Class of Service Restriction - Toll Restricted		NA		NA	
781		Consultation Hold		NA		NA	
782		Out Call Waiting		NA		NA	
783		Directed Call Pickup - Non Barge In		NA		NA	
784		Directed Call Pickup - With Barge In		NA		NA	
785		Distinctive Ringing and Call Waiting Tone		NA		NA	
786		Hunting Arrangement - Basic		NA		NA	
787		Hunting Arrangement - Circular		NA		NA	
788		Speed Calling Personal (short list)		NA		NA	
789		Three Way Calling		NA		NA	
790							
791		ISDN BRI Port Features for Unbundled Centrex					
792		Circuit Switched Voice (CSV)/(CSD) per BRI		NA		NA	
793							
794		Standard feature initialization per Centrex System		\$307.14		NA	
795		Individual features (per feature per B Channel)		NA		NA	
796		Additional Call Offering for CSV		NA		NA	
797		Automatic Callback Calling		NA		NA	
798		Call Forwarding Busy Line		NA		NA	
799		Call Forwarding Don't Answer		NA		NA	
800		Call Forwarding Variable		NA		NA	

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L	A	B	C	D	E	F	G
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
801		Call Hold		NA		NA	
802		Call Pickup		NA		NA	
803		Call Transfer - All Calls		NA		NA	
804		Class of Service Restriction - Fully Restricted		NA		NA	
805		Class of Service Restriction - Semi Restricted		NA		NA	
806		Class of Service Restriction - Toll Restricted		NA		NA	
807		Consultation Hold		NA		NA	
808		Dial Call Waiting		NA		NA	
809		Directed Call Pickup - Non Barge In		NA		NA	
810		Directed Call Pickup - With Barge In		NA		NA	
811		Distinctive Ringing		NA		NA	
812		Hunting Arrangement - Basic		NA		NA	
813		Hunting Arrangement - Circular		NA		NA	
814		Speed Calling Personal (short list)		NA		NA	
815		Three Way Calling		NA		NA	
816		Custom Access Treatment Code (TX only)		NA		NA	
817		Denied Origination (TX only)		NA		NA	
818		Denied Termination (TX only)		NA		NA	
819		Intercom Dialing (TX only)		NA		NA	
820							
821	* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.						
822							
823	RESALE						
824				RESALE DISCOUNTS			
825	BUSINESS			RECURRING	NON-RECURRING		
826	LOCAL EXCHANGE SERVICE						
827	Business 1 Party			20.29%	20.29%	NA	
828	Business - Measured			20.29%	20.29%	NA	
829	Customer Operated Pay Telephone (COPT)			20.29%	20.29%	NA	
830							
831	EXPANDED LOCAL CALLING						
832	Extended Area Service			20.29%	20.29%	NA	
833							
834	VERTICAL SERVICES						
835	Anonymous Call Rejection			20.29%	20.29%	NA	
836	Repeat Dialing (Auto Redial)			20.29%	20.29%	NA	
837	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)			20.29%	20.29%	NA	
838	Call Blocker			20.29%	20.29%	NA	
839	Call Forwarding			20.29%	20.29%	NA	
840	Call Forwarding - Busy Line			20.29%	20.29%	NA	
841	Call Forwarding - Busy Line/Don't Answer			20.29%	20.29%	NA	
842	Call Forwarding - Don't Answer			20.29%	20.29%	NA	
843	Automatic CallBack (Call Return)			20.29%	20.29%	NA	
844	Automatic CallBack-Per Use (Call Return - Usage Sensitive)			20.29%	20.29%	NA	
845	Call Trace			20.29%	20.29%	NA	
846	Call Waiting			20.29%	20.29%	NA	
847	Caller ID WithName (Calling Name)			20.29%	20.29%	NA	
848	Caller ID (Calling Number)			20.29%	20.29%	NA	
849	MultiRing Service -1 (Personalized Ring -1 Dependent Number)			20.29%	20.29%	NA	
850	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)			20.29%	20.29%	NA	
851	Remote Access to Call Forwarding (Grandfathered)			0.00%	0.00%	NA	
852	Selective Call Forwarding			0.00%	0.00%	NA	
853	Multi-Path Call Forwarding (Simultaneous Call Forwarding)			20.29%	20.29%	NA	
854	Remote Call Forwarding-Per Feature			20.29%	20.29%	NA	
855	RCF, IntraState, Interexchange			20.29%	20.29%	NA	
856	RCF, IntraState			20.29%	20.29%	NA	
857	RCF, InterState, International			20.29%	20.29%	NA	
858	RCF, IntraState, Interexchange			20.29%	20.29%	NA	
859	RCF to 800			20.29%	20.29%	NA	
860	RCF Additional			20.29%	20.29%	NA	
861	Speed Calling 8			20.29%	20.29%	NA	
862	Speed Calling 30			20.29%	20.29%	NA	
863	Three Way Calling			20.29%	20.29%	NA	
864	Call Screening			20.29%	20.29%	NA	
865	Busy Line Transfer			20.29%	20.29%	NA	
866	Alternate Answer			20.29%	20.29%	NA	
867	Message Waiting - Tone			20.29%	20.29%	NA	
868	Easy Call			20.29%	20.29%	NA	
869	Prime Number Service			20.29%	20.29%	NA	
870	AMERITECH Privacy Manager			20.29%	20.29%	NA	
871	Name and Number Delivery Service			20.29%	20.29%	NA	
872							
873	DID						
874	DID			20.29%	20.29%	NA	
875							
876	TRUNKS						
877	Trunk			20.29%	20.29%	NA	
878							
879	AUN						
880	Area Wide Networking			20.29%	20.29%	NA	
881	Emergency Referral Message Service (Disaster Routing Service)			20.29%	20.29%	NA	
882							
883	OTHER						
884	Grandfathered Services			0.00%	0.00%	NA	
885	Promotions (Greater than 90 days)			20.29%	20.29%	NA	
886	TouchTone (Business)			20.29%	20.29%	NA	
887	TouchTone (Trunk)			20.29%	20.29%	NA	
888							
889	ISDN						

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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
890		ISDN		20.29%	20.29%	NA	
891							
892		DIRECTORY ASSISTANCE SERVICES		20.29%	20.29%	NA	
893		Local Operator Assistance Service		20.29%	20.29%	NA	
894							
895		TOLL					
896		TOLL		20.29%	20.29%	NA	
897							
898		OPTIONAL TOLL CALLING PLANS					
899		Optional Toll Calling Plans		20.29%	20.29%	NA	
900							
901		CENTREX (PLEXAR)					
902		CENTREX ACS		20.29%	20.29%	NA	
903		CENTREX ACS Ameritech CENTREX Network Manager		0.00%	0.00%	NA	
904							
905		PRIVATE LINE					
906		Analog Private Lines		20.28%	20.28%	NA	
907		Private Line Channel Services		20.28%	20.28%	NA	
908							
909		RESIDENCE					
910		LOCAL EXCHANGE SERVICE		RESALE DISCOUNTS			
911		Life Line		RECURRING	NON-RECURRING		
912		Residence 1 Party		0.00%	0.00%	NA	
913		Residence Measured		20.29%	20.29%	NA	
914				20.29%	20.29%	NA	
915		EXPANDED LOCAL CALLING					
916		Extended Area Service		20.29%	20.29%	NA	
917							
918		VERTICAL SERVICES					
919		Anonymous Call Rejection		20.29%	20.29%	NA	
920		Repeat Dialing (Auto Redial)		20.29%	20.29%	NA	
921		Repeat Dialing - Per Use (Auto Redial - Usage Sensitive)		20.29%	20.29%	NA	
922		Call Blocker		20.29%	20.29%	NA	
923		Call Forwarding		20.29%	20.29%	NA	
924		Call Forwarding - Busy Line		20.29%	20.29%	NA	
925		Call Forwarding - Busy Line/Don't Answer		20.29%	20.29%	NA	
926		Call Forwarding - Don't Answer		20.29%	20.29%	NA	
927		Automatic Call-Back (Call Return)		20.29%	20.29%	NA	
928		Automatic Call-Back Per Use (Call Return - Usage Sensitive)		20.29%	20.29%	NA	
929		Call Trace		20.29%	20.29%	NA	
930		Call Waiting		20.29%	20.29%	NA	
931		Caller ID with Name (Calling Name)		20.29%	20.29%	NA	
932		Caller ID (Calling Number)		20.29%	20.29%	NA	
933		Multi-Ring Service - 1 (Personalized Ring - 1 dependent number)		20.29%	20.29%	NA	
934		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)		20.29%	20.29%	NA	
935		Remote Access to Call Forwarding (GF)		0.00%	0.00%	NA	
936		RCF, IntraState, Interexchange		20.29%	20.29%	NA	
937		RCF, IntraState		20.29%	20.29%	NA	
938		RCF, IntraState, International		20.29%	20.29%	NA	
939		RCF, IntraState, Interexchange		20.29%	20.29%	NA	
940		RCF to 800		20.29%	20.29%	NA	
941		RCF Additional		20.29%	20.29%	NA	
942		Selective Call Forwarding		20.29%	20.29%	NA	
943		Speed Calling 8		20.29%	20.29%	NA	
944		Three Way Calling		20.29%	20.29%	NA	
945		Call Screening		20.29%	20.29%	NA	
946		Busy Line Transfer		20.29%	20.29%	NA	
947		Alternate Answer		20.29%	20.29%	NA	
948		Message Waiting - Tone		20.29%	20.29%	NA	
949		Easy Call		20.29%	20.29%	NA	
950		AMERITECH Privacy Manager		20.29%	20.29%	NA	
951		Name and Number Delivery Service		20.29%	20.29%	NA	
952							
953		ISDN					
954		ISDN		20.29%	20.29%	NA	
955							
956		OTHER (Resale)					
957		DIRECTORY ASSISTANCE SERVICES		20.29%	20.29%	NA	
958		Local Operator Assistance Service		20.29%	20.29%	NA	
959							
960		OTHER					
961							
962		Grandfathered Services		0.00%	0.00%	NA	
963		Promotions (Greater than 90 Days)		20.29%	20.29%	NA	
964		Touch Tone		20.29%	20.29%	NA	
965		Home Services Packages		20.29%	20.29%	NA	
966							
967		TOLL					
968							
969		Custom and Dedicated 800 Service (Home 800)		20.29%	20.29%	NA	
970		IntraLATA MTS		20.29%	20.29%	NA	
971		900/976 Call Blocking (900/976 Call Restriction)		0%	0%	NA	
972		976 (976 Information Delivery Service)		0%	0%	NA	
973		Access Services (See Access Tariff)		0%	0%	NA	
974		Additional Directory Listings		20.29%	20.29%	NA	
975		Carrier Disconnect Service (Company Initiated Suspension Service)		0%	0%	NA	
976		Connection Services		20.29%	20.29%	NA	
977		Premise Services/Line Backer (Maintenance of Service Charges)		0%	0%	NA	
978		Shared Tenant Service		0%	0%	NA	

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1	A	B	C	D	E	F	G
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
979			Toll Restriction	20.28%	20.29%	NA	
980							
981			Electronic Billing Information Data (daily usage)	\$0.60	N/A	NA	
982			per message				
983							
984			Local disconnect Report (LDR)				
985			Per WTN	\$0.00	N/A	NA	
986							
987			Line Connection Charge				
988			Complex (Residence)	NA	N/A	NA	
989			Complex (Business)	NA	N/A	NA	
990			Simple (Residence)	NA	N/A	NA	
991			Simple (Business)	NA	N/A	NA	
992							
993			Service Order/Service Request Charge				
994			Complex (Residence)	NA	\$14.07	NA	
995			Complex (Business)	NA	\$12.63	NA	
996			Simple (Residence)	NA	\$14.07	NA	
997			Simple (Business)	NA	\$20.33	NA	
998							
999			Non-Electronic (Manual) Service Order Charge				
1000			Complex (Residence)	NA	\$9.02	NA	
1001			Complex (Business)	NA	\$9.02	NA	
1002			Simple (Residence)	NA	\$9.02	NA	
1003			Simple (Business)	NA	\$9.02	NA	
1004							
1005			OTHER				
1006							
1007			Directory Assistance				
1008			Directory Assistance, per occurrence	\$0.30		NA	
1009			Directory Assistance Call Completion (DACC)	\$0.15		NA	
1010			Directory Assistance (Non or Custom Branded)	\$0.33404		\$296.97	
1011			National Directory Assistance, per occurrence	\$0.35		NA	
1012							
1013			DA Listings				
1014			DA Listing License				
1015			Option #1 Full File (all states) Non-Billable Release (no query charges)				
1016			- per listing for initial load	NA		\$0.04	
1017			- per listing for subsequent updates	NA		\$0.06	
1018			Option #2 Full File (all states) Billable Release				
1019			- per listing for initial load	NA		\$0.02	
1020			- per listing for subsequent updates	NA		\$0.03	
1021			- per usage/query	NA		\$0.02	
1022			Option #3 Pick & Choose (by state) Non-Billable Release (no query charges)				
1023			- per listing for initial load	NA		\$0.05	
1024			- per listing for subsequent updates	NA		\$0.06	
1025			Option #4 Pick & Choose (by state) Billable Release				
1026			- per listing for initial load	NA		\$0.02	
1027			- per listing for subsequent updates	NA		\$0.03	
1028			- per usage/query	NA		\$0.02	
1029							
1030			Operator Services				
1031			Fully Automated Call Processing, per occurrence	\$0.15		NA	
1032			Operator Assisted Call Processing, per work second	\$0.02		NA	
1033							
1034			Operator Service - Mech. Occurrence Auto/AABS	\$0.02335		NA	
1035			Operator Service - Manual Occurrence	\$0.33704		NA	
1036							
1037			Busy Line Verify	\$0.65215		NA	
1038			Busy Line Interrupt	\$0.75794		NA	
1039							
1040			Rate Inquiry For Non-published Numbers	\$0.00		NA	
1041							
1042			Ancillary Message Billing Compensation (Per Message)	\$0.03		NA	
1043							
1044			Rate Reference/Branding				
1045			Initial Load	NA		\$2,200.00	
1046			Subsequent Load	NA		\$1,000.00	
1047							
1048			Branding - Facility Based	NA		\$800.00	
1049			- Branding, per trunk group				
1050							
1051			OSIDA Branding Per Switch (Initial and Subsequent Loads)	NA		\$1,800.00	
1052			Branding Per Call	\$0.25		NA	
1053							
1054			Structure Access - Pole & Ducts	Annually			
1055			Per Pole attachment	\$2.52		NA	
1056			Per Foot of innerduct	\$0.37		NA	
1057			Per Duct Attachment	\$0.74		NA	
1058			Application fee	NA		\$200.00	
1059							
1060			Emergency Number Service Access (E911)				
1061			911 Selective Router Interconnection				
1062			-Digital DB1 Interface	\$336.44		\$759.98	Interim
1063			-Each DSO installed	N/A		\$364.68	Interim
1064			-Analog Channel Interface	\$28.72		\$438.62	Interim
1065			AN/VLISR and Database Management				Interim
1066			- Per 100 records, rounded up to nearest 100	\$107.18		\$21.54	Interim

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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
1067			911 Selective Router Switch Administration				Interim
1068			-Per Selective Router	\$5.55		\$2,645.15	Interim
1069			Exchange Service				Interim
1070			Additional (optional) E911 exchange line terminating to PSAP	\$137.50		\$1,000.20	Interim
1071			Service				Interim
1072			Automatic number identification, per 1000 main stations served*	\$69.20		\$395.30	Interim
1073			Selective routing, per 1000 main stations served*	\$92.30		\$4,608.85	Interim
1074			Combined automatic number identification and selective routing,				Interim
1075			per 1000 main stations served*	\$103.85		\$4,200.45	Interim
1076			Combined automatic number and location identification,				Interim
1077			per 1000 main stations served*	\$107.30		\$3,835.90	Interim
1078			Combined automatic number and location identification and				Interim
1079			Selective routing, per 1000 main stations served*	\$117.65		\$5,489.05	Interim
1080							
1081			*Rounded to nearest 1000 main and equivalent main telephones				
1082			(excluding all types of WATS termination). This count is based upon				
1083			the maximum number of the above stated main telephones in service				
1084			at the time service is established. This count will be updated on				
1085			December 31 annually with appropriate adjustments to customer				
1086			billing.				
1087							
1088			County Rate List				
1089			Adams	\$0.12		NA	
1090			Athens	\$0.12		NA	
1091			Belmont	\$0.12		NA	
1092			Brown	\$0.12		NA	
1093			Butler	\$0.12		NA	
1094			Carroll	NA		NA	
1095			Champaign	\$0.12		NA	
1096			Clark	\$0.12		NA	
1097			Clinton	\$0.12		NA	
1098			Columbiana	NA		NA	
1099			Coshocton	\$0.12		NA	
1100			Cuyahoga	\$0.12		NA	
1101			Delaware	\$0.12		NA	
1102			Erie	\$0.12		NA	
1103			Fairfield	\$0.12		NA	
1104			Fayette	\$0.12		NA	
1105			Franklin	\$0.12		NA	
1106			Gallia	\$0.12		NA	
1107			Geauga	\$0.12		NA	
1108			Greene	\$0.12		NA	
1109			Guernsey	\$0.12		NA	
1110			Hancock	\$0.12		NA	
1111			Harrison	NA		NA	
1112			Highland	\$0.12		NA	
1113			Hooking	\$0.12		NA	
1114			Jefferson	\$0.12		NA	
1115			Lake	\$0.12		NA	
1116			Lawrence	\$0.12		NA	
1117			Licking	\$0.12		NA	
1118			Lorain	\$0.12		NA	
1119			Lucas	\$0.12		NA	
1120			Madison	\$0.12		NA	
1121			Mahoning	\$0.12		NA	
1122			Medina	\$0.12		NA	
1123			Miami	\$0.12		NA	
1124			Monroe	NA		NA	
1125			Montgomery	\$0.12		NA	
1126			Morgan	NA		NA	
1127			Muskingum	\$0.12		NA	
1128			Noble	NA		NA	
1129			Ottawa	\$0.12		NA	
1130			Perry	\$0.12		NA	
1131			Pickaway	\$0.12		NA	
1132			Portage	\$0.12		NA	
1133			Preble	\$0.12		NA	
1134			Ross	\$0.12		NA	
1135			Sandusky	\$0.12		NA	
1136			Scioto	\$0.12		NA	
1137			Seneca	\$0.12		NA	
1138			Shelby	\$0.12		NA	
1139			Stark	\$0.12		NA	
1140			Summit	\$0.12		NA	
1141			Trumbull	\$0.12		NA	
1142			Tuscarawas	\$0.12		NA	
1143			Union	\$0.12		NA	
1144			Warren	\$0.12		NA	
1145			Washington	NA		NA	
1146			Wayne	\$0.12		NA	
1147			Wood	\$0.12		NA	
1148			Wyandot	\$0.12		NA	
1149							
1150			Time and Materials				
1151			First 15 minutes	\$25.00		NA	
1152			Each additional 15 minutes	\$10.00		NA	
1153							
1154			RECIPROCAL COMPENSATION				
1155							

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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
1156		Tandem Switching					
1157		per minute of use		\$0.000623		NA	
1158							
1159		Tandem Transport					
1160		Termination per Minute of Use (Statewide)		\$0.000148		NA	
1161		Facility per Minute, per Mile (Statewide)		\$0.000006		NA	
1162							
1163		Local End Office Termination					
1164		Per Originating or Terminating MOU (Statewide)		\$0.003900		NA	
1165							
1166		Combined End Office/Tandem Switching, Tandem Transport/Termination & Tandem Facility, Local End Office Termination		\$0.004432		NA	
1167							
1168		TRANSIT SERVICE					
1169							
1170		Tandem Switching					
1171		per minute of use				NA	
1172		Zone 1		\$0.001098			
1173		Zone 2		\$0.001131			
1174		Zone 3		\$0.001135			
1175		Zone 4		\$0.001268			
1176		Zone 5		\$0.001819			
1177							
1178		Tandem Switched Termination					
1179		per minute of use				NA	
1180		Zone 1 through 5		\$0.003144			
1181							
1182		Tandem Switched Facility					
1183		per minute of use/per mile				NA	
1184		Zone 1 through 5		\$0.000022			
1185							
1186		COLLOCATION					
1187		Applicable to Cageless Physical Collocation Only					
1188		Order Charge/Connect Order		NA		\$410.45	Interim
1189		Order Charge/Disconnect Order		NA		\$10.15	Interim
1190		COBO per initial bay		\$403.13		NA	Interim
1191		COBO ea addl bay		\$67.55		NA	Interim
1192		CO Floor Space/bay		\$32.84		NA	Interim
1193							
1194		COBO per initial Large bay		NA		\$19,621.88	Interim
1195			50%	NA		\$6,310.84	Interim
1196			25%	NA		\$4,156.42	Interim
1197		COBO ea addl Large bay		NA		\$4,262.90	Interim
1198			50%	NA		\$2,126.50	Interim
1199			25%	NA		\$1,063.25	Interim
1200		Order Charge/Connect Order		NA		\$410.45	Interim
1201		CO Floor Space/Large bay		\$66.69		NA	Interim
1202							
1203		Applicable to Caged Physical Collocation Only					
1204		Order Charge per Connect Order		NA		\$263.54	
1205		Order Charge/Disconnect order		NA		\$75.48	
1206		COBO per initial 100 sqft		\$896.48		NA	
1207		COBO ea addl 100 sqft		\$284.91		NA	
1208		Enclosure 1st 100 sqft		\$60.39		NA	
1209		enclosure ea addl 100 sqft		\$23.85		NA	
1210		CO floor space/100 sqft		\$490.39		NA	
1211							
1212		Applicable to Shared Cage Physical Collocation Only					
1213		Order Charge per Connect Order		NA		\$561.45	Interim
1214		Order Charge/Disconnect order		NA		\$10.15	Interim
1215		COBO per initial 50 sqft		\$833.44		NA	Interim
1216		COBO ea addl 50 sqft		\$194.26		NA	Interim
1217		Enclosure 1st 50 sqft		\$47.79*		NA	Interim
1218		enclosure ea addl 50 sqft		\$21.87		NA	Interim
1219		CO floor space/50 sqft		\$303.08		NA	Interim
1220							
1221		Applicable to All Physical Collocation Offerings					
1222		Cable Pulling Co Vault to Node -1st ft		NA		\$65.00	
1223		Cable pulling Co Vault to Node -ea addl ft		NA		\$0.88	
1224		Power Delivery/Power lead		NA		\$1,798.94	
1225		Space Reservation		NA		\$732.36	
1226		Entrance Conduit/Innerduct/ft		\$9.07		N/A	
1227		Passive bay Term (bay&Panel)/DS1 term		\$0.54		N/A	
1228		Passive bay Term (bay&Panel)/DS3 term		\$6.76		N/A	
1229		200 Conductor Block (outside node)		\$59.65		N/A	
1230		Digital Timing Source/synch signal provided		\$11.89		N/A	
1231		DS1 repeater		\$5.52		N/A	
1232		DS3 repeater		\$32.03		N/A	
1233		Security Photo ID card/card		NA		\$10.02	
1234		Riser space/ft		\$1.09		NA	
1235		Cancellation Charge		NA		\$73.24	
1236							
1237		Applicable to All Physical & Virtual Collocation Offerings					
1238		Cable Vault Splicing - per initial		NA		\$209.74	
1239		Cable Vault Splicing - per subsequent		NA		\$15.38	
1240		Splice Testing - per initial		NA		\$48.16	
1241		Splice Testing - per subsequent		NA		\$2.53	
1242		Cable Pulling MH to Cable Vault-1st ft		NA		\$227.78	
1243		Cable Pulling MH to Cable Vault-ea addl ft		NA		\$1.14	

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1	A	B	C	D	E	F	G
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
1244			Diverse Riser/ftr traversed	NA		\$474.44	
1245			Power Consumption/Fuse Amp	\$6.76		N/A	
1246			Power Mgmt Billing/Customer Ampt	NA		N/A	Interim
1247			Power Consumption/KWH	NA		N/A	Interim
1248			Power Mgmt/Customer Ampt	NA		N/A	Interim
1249			Power Mgmt Engrg Charge/Existing Ampt	NA		N/A	Interim
1250			200 Conductor Electrical Cross Connect Block	\$56.85		NA	
1251			Digital Cross-Connect Panel(DSX3)/DS3 term	\$14.11		NA	
1252			Digital Cross-Connect Panel(DSX1)/DS1 panel	\$41.16		NA	
1253			Optical Cross-Conn panel/OGX Panel segment	\$3.41		NA	
1254							
1255			Applicable to Virtual Collocation Only				
1256			Service Order	NA		\$115.61	
1257			Cable Pulling-Vault to LGX Panel- 1st ft	NA		\$65.00	
1258			Cable Pulling-Vault to LGX Panel- ea add ft	NA		\$0.86	
1259			Proj Mgmt Fee - initial 7' bay	NA		\$2,929.47	
1260			Proj Mgmt Fee - ea subs 7' bay	NA		\$1,464.74	
1261			Proj Mgmt Fee - initial shelf	NA		\$2,197.10	
1262			Proj Mgmt Fee - ea addl shelf	NA		\$1,318.26	
1263			Proj Mgmt Fee - per rearrangement	NA		\$1,757.68	
1264			Power Delivery/7' Bay	NA		\$1,798.94	
1265			Thru Connect per DSX1 to DSX1	\$0.21		\$6.86	
1266			Thru Connect per ODX to ODX	\$1.61		\$6.86	
1267			7' bay (Co. provided/installed)bay	\$26.48		\$487.94	
1268			7' bay (cust provided/installed)bay	\$21.88		NA	
1269			Riser Space/fiber termination	\$1.41		NA	
1270			Digital Timing Source/timing dkt	\$2.38		NA	
1271			Entrance Facility/bt	\$0.07		NA	
1272			Riser space/bt	\$0.24		NA	
1273							
1274			Collocator to Collocator Cross Connect Service for Interconnection (CCCSB)				
1275			Cable Racking/bt	\$1.34		NA	Interim
1276			Project Mgmt Fee	NA		\$1,066.44	Interim
1277							
1278			Premises Report				
1279			Premises Report	NA		T&M	
1280							
1281			Note: T & M - Time and Materials				
1282							
1283			Advanced Intelligent Network (AIN)				
1284			Service Creation Environment (SCE) - Co. Prov'd Consult. Design, etc.	NA		\$103.04	Interim
1285			SCE Equip. Usage (Company Eq.) / per hr	NA		\$238.78	Interim
1286			Co. Prov'd Svc Logic Testing/ per hr	NA		\$103.04	Interim
1287			Co. Req'd - SMS Svc Creation/ per hr	NA		\$103.04	Interim
1288			Co. Req'd - Platform Access Logic Modif'n/ per hr	NA		\$103.04	Interim
1289			Co. Req'd - SMS Svc Integration Test'g/ per hr	NA		\$103.04	Interim
1290			Co. Req'd - Network Implementation/ per hr	NA		\$93.88	Interim
1291			Co. Req'd - Field Testing/ per hr	NA		\$93.88	Interim
1292			Service Management System (SMS) - Initial Setup/ per hr	NA		\$64.32	Interim
1293			SMS Secure ID Setup/Carid/ per yr	\$72.32		NA	Interim
1294			SMS Interactive Access - BFR Basis Only	NA		NA	
1295			Service Control Point (SCP) Database Storage/MB/ per mo	\$0.415380		NA	Interim
1296			SMS Database Storage/MB/ per mo	\$0.207884		NA	Interim
1297			Signalling Ntwk Control Center (SNCC)/ per hour	NA		\$57.38	Interim
1298			Centralized Transmission Group (CTG) per hour	NA		\$93.88	Interim
1299			Network Management Center (NMC)/ per hour	NA		\$61.03	Interim
1300			Test (Existing Services with QLEC SSP)	NA		\$93.88	Interim
1301			Advanced Intelligent Network (AIN) Announcement per Time Slot/ per mo.	\$25.80			Interim
1302			Existing Services: Cost per Query				
1303			Conn @ Loc-EO Cost/Query - Alternate Routing	NA		\$0.0031200	Interim
1304			Conn @ Loc-EO Cost/Query - AWWN/AVN	NA		\$0.0074630	Interim
1305			Conn @ Loc-EO - Cost/Query - Ameritech Call Control (ACC)	NA		\$0.0042790	Interim
1306			Conn @ Loc-EO - Cost/Query - Prim Nbr	NA		\$0.0094580	Interim
1307			Conn @ Loc-STP - Cost/Query - Alt'r Routing	NA		\$0.0028460	Interim
1308			Conn @ Loc-STP - Cost/Query - AWWN/AVN	NA		\$0.0071190	Interim
1309			Conn @ Loc-STP - Cost/Query - Ameritech Call Control (ACC)	NA		\$0.0040450	Interim
1310			Conn @ Loc-STP - Cost/Query - Prime Number	NA		\$0.0091950	Interim
1311			New Services: Cost per Query				
1312			Conn @ Loc-EO-Cost/Query - Basic TR1188 Conv. To New Svc w/o EDB	NA		\$0.0015730	Interim
1313			Conn @ Loc-EO-Cost/Query - Basic TR1188 Conv. To New Svc w/ EDB	NA		\$0.0081670	Interim
1314			Conn @ Loc-STP-Cost Query - Basic TR1188 Conv. To New Svc w/o EDB	NA		\$0.0060370	Interim
1315			Conn @ Loc-STP-Cost Query - Basic TR1188 Conv. To New Svc w/ EDB	NA		\$0.0078820	Interim
1316							
1317			Unbundled Network Element Combinations				
1318			UNE - Platform (UNE-P) - Business New Installation	Rates for Applicable Element Shall Apply		\$33.88	
1319			UNE - Platform (UNE-P) - Residential New Installation	Rates for Applicable Element Shall Apply		\$33.88	Interim
1320							
1321			Unbundled Network Element Combinations Migration Charges				
1322			Basic Line Port	NA		\$0.74	Interim
1323			Ground Start Port	NA		\$0.74	Interim
1324			ISDN Direct Port	NA		\$0.74	Interim
1325			DID Trunk Port	NA		\$0.74	Interim
1326			Centrex Basic Line Port	NA		\$0.74	Interim
1327			Centrex ISDN Line Port	NA		\$0.74	Interim
1328			Centrex EKL Line Port	NA		\$0.74	Interim
1329			Centrex Attendant Console Line Port	NA		\$0.74	Interim
1330			ISDN Prime Trunk Port	NA		\$0.74	Interim
1331			Digital Trunking Trunk Port	NA		\$0.74	Interim
1332			ULS Trunk Port	NA		\$0.74	Interim

TBD - To be determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA or N/A - Not Applicable

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
1333							
1334	Special Access Circuit Conversion Charge			NA		\$16.23	Interim

**AMENDMENT TO
THE INTERCONNECTION AGREEMENTS
BY AND BETWEEN
SBC TELECOMMUNICATIONS, INC.
AND
THE MCI CLECS**

This Amendment Superseding and Supplementing Certain 911 Trunking Terms (Amendment) is applicable to the Interconnection Agreements ("Agreements"), in effect as of the date of execution of this Amendment, between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (collectively the ILEC) and Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCImetro Access Transmission Services LLC, MCI WORLDCOM Communications, Inc. AND Intermedia Communications Inc. (collectively the "CLEC") in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties."

The Parties agree that the terms of this Amendment set forth in Paragraphs 1-6 *infra* will act to supersede, supplement, amend and modify, as appropriate, the applicable provisions contained in the Agreements:

1. The Parties agree that CLEC shall not be required to establish 911 trunking or interconnection to ILEC's 911 Selective Routers in rate centers where CLEC does not originate local (dial tone) traffic for its customers ("Non-Dial Tone Rate Centers").
2. CLEC shall identify such Non-Dial Tone Rate Centers when completing the "CLEC to SBC Network Information Sheet" ("NIS") and ILEC specifically agrees that no other notification shall be required of CLEC.
3. ILEC shall not be required to provide 911 services for those Non-Dial Tone Rate Centers designated by CLEC on a NIS.

4. CLEC agrees that it will not originate dial tone service for its customers in such Non-Dial Tone Rate Centers until 911 connectivity has been established pursuant to the requirements of this Agreement and Applicable Law.

5. CLEC acknowledges that, if CLEC wishes to begin offering originating dial tone service in a Non-Dial Tone Rate Center, the establishment of 911 connectivity for these existing rate centers shall be subject to the same intervals for establishing 911 connectivity that are applicable to new rate centers.

6. When CLEC designates a rate center as a Non-Dial Tone Rate Center, CLEC agrees to indemnify ILEC, in accordance with the requirements of the applicable Agreement, for any 911 claims made by CLEC's customers in that Non-Dial Tone Rate Center arising from CLEC's decision not to interconnect with ILEC's 911 Selective Routers in that Non-Dial Tone Rate Center.

In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); and/or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law").

Except as modified by this Amendment, all other terms and conditions of the Agreements shall remain unchanged and in full force and effect. In the event of any conflict between the terms of any of the Agreements and the terms of this Amendment, the Parties agree that the terms of this Amendment shall control.

This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective upon approval by such Commission, however the Parties agree that ILEC shall begin processing CLEC's NIS requests for Non-Dial Tone Rate Centers upon execution of this Amendment by both Parties.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on the _____ day of _____, 2003, by ILEC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Brooks Fiber Communications of Arkansas Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCImetro Access Transmission Services LLC; MCI WORLDCOM Communications, Inc., and Intermedia Communications Inc.

Signature: _____

Name: Kathy Jespersen
(Print or Type)

Title: Sr. Manager – Carrier Agreements
(Print or Type)

Date: _____

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

Signature: _____

Name: _____
(Print or Type)

Title: *For/* President - Industry Markets

Date: _____

**COLLOCATION POWER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Collocation Power Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "**Amendment**") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio¹ ("**SBC Ohio**") and MCI Metro Access Transmission Services, LLC ("**CLEC**") is dated _____, 2003.

WHEREAS, SBC Ohio and CLEC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("**Act**") submitted for approval in The Public Utilities Commission of Ohio's ("PUCO") Case No. PUCO03-802-TP-CSS, as may have been amended prior to the date hereof (the "**Agreement**");

WHEREAS, SBC Ohio has provided notice to all telecommunications carriers in Ohio that have an interconnection agreement with SBC Ohio or are purchasing Act offerings from SBC Ohio intrastate tariffs, of the availability of the collocation power offering reflected in this Amendment, via Accessible Letter CLECAM03-325 dated September 29, 2003, which notice expressly set forth the timing of the offering and the dependency of the change date of the collocation rate and billing terms (including rate application) on the timing of a telecommunications carrier's actions to accept that offering;

WHEREAS, CLEC wants to amend the Agreement to include the collocation power offering, as set forth herein.

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

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

2. Beginning on and after the Power Change Date (as defined in paragraph 4 of this Amendment), CLEC represents and warrants that it will at no time draw more than 50% of the combined ordered capacity of the DC power leads (in amperes or "AMPs") that are fused for a collocation arrangement (the aggregate ordered capacity of all fused leads for that arrangement, e.g., all "A" AMPs and all "B" AMPs). Based upon that representation and warranty, SBC Ohio shall prospectively bill the CLEC for DC collocation power at a monthly recurring rate of \$9.68 per AMP applied to fifty percent (50%) of the ordered capacity that is fused. By way of example, where a CLEC has ordered and SBC Ohio has provisioned two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs), based upon that representation and warranty, SBC Ohio shall bill the CLEC the monthly recurring charge of \$9.68 for a total of twenty (20) AMPs (i.e., \$193.60 per month).

3. Beginning on and after the Power Change Date, to the extent SBC Ohio is billing CLEC monthly recurring rates for collocation DC power elements with respect to DC power lead(s) for which a fuse has not been installed (a "non-fused lead"), SBC Ohio shall cease billing prospectively, from the Power Change Date, for such non-fused leads if a CLEC, in writing, provides its SBC Ohio collocation account manager with specific information to identify those leads claimed to be "non-fused" so to allow SBC Ohio to confirm that status and cease billing for qualifying "non-fused" leads. Such notice must be received by SBC Ohio no later than November 29, 2003, if, pursuant to paragraph 4 hereof, the Power Change Date is September 29, 2003. Otherwise, the notice must be received by SBC Ohio by the Amendment Effective Date (as defined herein). If CLEC fails to provide the required written information for any qualifying "non-fused" lead by the date set by the foregoing, SBC Ohio shall cease billing prospectively for such a qualifying "non-fused" leads beginning the day after receipt of the required notice.

4. The "Power Change Date" is

- a. September 29, 2003, only if SBC Ohio received an original of this Amendment executed by CLEC no later than November 28, 2003 (including if CLEC is seeking to adopt this Amendment pursuant to 47 U.S.C. § 252(i)); or otherwise.

¹ The Ohio Bell Telephone Company ("Ohio Bell"), an Ohio corporation, is a wholly-owned subsidiary of SBC Midwest, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Ohio Bell uses the registered trade name SBC Ohio. SBC Midwest is a wholly owned subsidiary of SBC Communications Inc.

b. the Amendment Effective Date.

5. SBC Ohio has the right to periodically inspect and/or test the amount of DC power CLEC actually draws and, in the event CLEC is found to have breached the representation and warranty set forth in paragraph 2, to pursue remedies for breach of this Amendment and the Agreement.

6. The provisions of this Amendment shall remain effective until such time as the PUCO establishes, after September 29, 2003, in a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC Ohio's collocation DC power, or until expiration or termination of this Amendment, whichever is first. If the foregoing is triggered by a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, then either Party may invoke the change of law/rate (or similar) provisions of the Agreement, as may be applicable, in accordance with such provisions. In the case of either triggering event, the provisions of this Amendment shall continue to apply until thereafter replaced by a successor interconnection agreement/amendment, as the case may be. By executing this Amendment, both Parties relinquish any right, during the term of the Amendment, to a different rate and billing procedure (including rate application) from the Power Change Date until such time as the PUCO establishes, after September 29, 2003, in a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC Ohio's collocation DC power.

7. Nothing in this Amendment shall be deemed or considered an admission on the part of SBC Ohio as to, or evidence of, the unreasonableness of the rates and elements for collocation DC power in SBC Ohio, or of the manner in which SBC Ohio has applied or billed such rates, or any other aspect of its collocation power billing, all as existed prior to the changes being made by this Amendment. Nothing in this Amendment shall restrict either Party's rights with respect to arguments or positions either may take in any pending or future proceedings. Nothing in this Amendment shall affect either Party's rights, claims, arguments, or positions with respect to collocation power billing (including rate application) for the period prior to the Power Change Date and, further, as to "non-fused" leads, prior to the date that SBC Ohio ceases to bill for any such "non-fused" leads pursuant to this Amendment.

8. The effective date of this Amendment shall be the day this Amendment is filed with the PUCO ("**Amendment Effective Date**"), and is deemed approved by operation of law on the 31st day after filing. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the PUCO, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the PUCO; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.

10. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rod 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); and/or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law").

11. This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda

and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency. The Parties further acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code, notwithstanding the fact that Section 252(i) does not apply to this Amendment.

12. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

MCImetro Access Transmission Services, LLC

**The Ohio Bell Telephone Company d/b/a SBC Ohio
by SBC Telecommunications, Inc., its authorized
agent**

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President - Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

**Agreement
for the
Distribution, Settlement, Billing and Collection of
Unbundled Network Element Platform ("UNE-P")
Alternately Billed Services Messages
Between
The MCI Competitive Local Exchange Carriers,
and
The SBC Incumbent Local Exchange Carriers**

Table of Contents

Section	Page
Principal Agreement.....	3
1.0 Term	3
2.0 Termination	4
3.0 Definitions	4
4.0 Scope of Agreement	7
5.0 Blocking	8
6.0 Description of Services.....	9
7.0 Clearinghouse Provisions	10
8.0 Billing of ABS Messages by the Parties.....	10
9.0 Purchase of Accounts Receivable.....	11
10.0 Settlement Arrangement.....	11
11.0 Settlement Due Date	13
12.0 Data Retention	14
13.0 Settlement with Clearinghouse Clients or CMDS Hosted LECs	15
14.0 Taxes	15
15.0 Audits and Examinations.....	16
16.0 Dispute Resolution	17
17.0 Notices.....	18
18.0 Disclaimer Of Representations And Warranties.....	19
19.0 Limitation of Liability	19
20.0 Indemnification.....	19
21.0 Requests for Changes to Services Provided	21
22.0 Amendments and Waivers.....	21
23.0 Assignment.....	21
24.0 Compliance with Law.....	22
25.0 Regulatory Compliance	22
26.0 Governing Law	22
27.0 Force Majeure.....	22
28.0 Publicity.....	23
30.0 Survival	26
31.0 Entire Agreement.....	26
32.0 Severability.....	27
33.0 Headings Not Controlling.....	27
34.0 Third Party Beneficiaries.....	27
35.0 Remedies Cumulative.....	27
36.0 Executed in Counterparts.....	27
37.0 Relationship Of The Parties/Independent Contractor, No Interest Created.....	27
38.0 Subcontracting.....	28
39.0 Realignment Of Local Exchange Telephone Franchises	28
Exhibit A	30

Principal Agreement

Alternately Billed Services Agreement

This Agreement for the Distribution, Settlement, Billing and Collection of Unbundled Network Element Platform ("UNE-P") Alternate Billed Services Messages ("Agreement") between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (collectively "SBC") and Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc., Intermedia Communications, Inc.; MCImetro Access Transmission Services LLC, and MCI WORLDCOM Communications, Inc. f/k/a MFS Communications Company, Inc. or MFS Intelnet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., which are a Certified Local Exchange Carrier (collectively "MCI") in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, (Herein referred to collectively as "the Parties" and each individually as a "Party"), is entered into this 1st day of January, 2004.

WHEREAS, This Alternately Billed Service ("ABS") Agreement sets forth the terms and conditions for the exchange of record detail and settlement of revenues for all ABS Messages;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1.0 Term

- 1.1 This Agreement shall become effective upon the full execution of this Agreement and shall remain in full force and effect until December 31, 2005 unless otherwise terminated as provided for in this Agreement.
- 1.2 Beginning no earlier than one-hundred eighty (180) days prior to the expiration of the Term, and up to the end of term, either Party may request that the Parties commence negotiations to extend or replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations. The Parties may engage in good faith negotiations, not to exceed six (6) months, to enter into a successor to this Agreement.
- 1.3 The Parties may agree to renew this Agreement on the same rates and terms, for a mutually agreed period, or to renegotiate some or all of the terms. The Parties agree to operate under the then existing terms and conditions of this Agreement, as may be amended consistent with Section 22, while negotiating a successor agreement. Negotiation of a successor agreement shall not operate to extend the Agreement more than six (6) months beyond the original term.
- 1.4 Nothing in Section 1.0 shall limit either Parties termination rights as set forth in Section 2.0 below.

2.0 Termination

- 2.1 Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party or earlier as may be required by a regulatory body, if any regulatory, judicial or legislative action does not allow for continuation of the settlement process as contemplated herein.
- 2.2 Notwithstanding any other provision of this Agreement, in the event of breach of any material provision of this Agreement by either Party, including but not limited to the non-payment of undisputed amounts due, and the breaching Party fails to cure such breach within thirty (30) days of receiving notice of the breach, the non-breaching Party may, at its sole discretion, terminate this Agreement and be entitled to pursue all available legal and equitable remedies for such breach.
- 2.3 Either Party may, upon one-hundred eighty (180) days written notice to the other Party, terminate this Agreement for any reason after the initial six (6) months of the term.

3.0 Definitions

- 3.1 Except as expressly provided otherwise, the definitions set forth in Section 3 shall govern all parts of this Agreement.
- 3.2 **Alternate Billed Services (ABS)** means a service that allows end-users to bill CATS and Non-CATS Messages to accounts that may not be associated with the originating line of the originating LEC.
- 3.3 **ABS Messages** means the three types of ABS calls: Calling Card Messages, Collect Messages and Third Number Billed Messages.
- 3.4 **Appropriately Validated** means the Transporting LEC shall query and wait for an affirmative response from a line information database ("LIDB") on all collect, third number billed and calling card calls before completing the call.
- 3.5 **Billing Party** means the Party that receives rated ABS Messages for billing to and collection from its Subscribers.
- 3.6 **Calling Card Messages** means intraLATA, local and/or local toll messages where the charges are billed to a telecommunications line number based calling card issued by SBC or a LEC for whom SBC is the Clearinghouse or CMDS Host, the Billing Party is MCI, and the originating number and the line number on the calling card are located in the same Telcordia Client Company territory.
- 3.7 **CATS Messages** means intraLATA, local and/or local toll Third Number or Calling Card Messages transported by another provider of local exchange service but which are billed to a billing number belonging to a Party's Subscriber and the billing number is in a different Telcordia Client Company territory from the originating and terminating telephone numbers.
- 3.8 **Centralized Message Data System I ("CMDS")** means the industry-wide data collection system located in Kansas City, Missouri, which handles the daily exchange of toll message details between participating telephone companies.

- 3.9 **Clearinghouse** means a provider of ABS Messages for billing services as defined under this Agreement, acting as an aggregator of ABS billing for other LECs, CLECs, affiliates or third party ABS message transport Clients.
- 3.10 **Client** means an authorized LEC, CLEC, affiliate or third party ABS message transport customer of a Party to this Agreement for whom that Party acts as a Clearinghouse or CMDS Host for the purpose of billing ABS Messages.
- 3.11 **CMDS Host** means the Telcordia Client Company that acts on behalf of a LEC to distribute and settle subscriber message detail through CMDS to other participating LECs.
- 3.12 **Collect Messages** means intraLATA, local and/or local toll messages where the charges are billed to the called end user who is either a MCI Subscriber, or a SBC Subscriber and where the Transporting LEC is SBC, MCI or any other LEC for whom a Party is the Clearinghouse or CMDS Host.
- 3.13 **Competitive Local Exchange Carrier ("CLEC")** means a carrier authorized to provide local, exchange access and intraLATA toll services.
- 3.14 **Daily Usage Extract** means a process whereby the Parties can receive CATS and Non-CATS Messages via the DUF in the industry standard format and as agreed to by the Parties, currently Exchange Message Interface (EMI).
- 3.15 **DUF** means the Daily Usage File.
- 3.16 **Foreign State Taxes** means state and/or local taxes levied by a taxing authority on a message where the message originates in one state, but is billed to an MCI Subscriber or SBC Subscriber with a service address in another state.
- 3.17 **Local Access and Transport Area ("LATA")** are those designated areas approved by the United States District Court for the District of Columbia in *United States of America v. American Telephone and Telegraph Company, et al.*, Civil Action Nos. 74-1698 and 82-0192.
- 3.18 **Local Exchange Carrier ("LEC")** means a carrier authorized to provide local exchange access and intraLATA toll services.
- 3.19 **Local Pay-Per-Call Service** means a program offered by SBC to the general public using the 900/976 Service Access Code (SAC) or any NXX SAC designated or reserved by SBC to transport Pay-Per-Call messages. This service includes but is not limited to the dialing pattern of 900-NXX-XXXX or NPA-976-XXX. It is any service: (1) in which any person provides or purports to provide (i) audio information or audio entertainment produced or packaged by such person; (ii) access to simultaneous voice conversation services; or (iii) any service, including the provision of a product, the charges for which are assessed on the basis of the completion of the call; or (2) for which the caller pays a per-call or per-time-interval charge that is greater than, or in addition to the charge for transmission of the call.
- 3.20 **Local Prison Pay Phone** means a program offered by either Party or Client of a Party, where either Party or Client of a Party is the transport provider, which will allow the Billing Party Subscribers to receive ABS Collect Messages that originate from any federal, state, county or local correctional facilities, not to include any pre-paid services.
- 3.21 **MCI Subscriber** means an end user who has authorized MCI to provide the end user with local exchange service and SBC provides the local exchange service to MCI through

SBC's Unbundled Local Switching, either alone or in combination with the UNE Platform ("UNE-P").

- 3.22 **Non-CATS Messages** means intraLATA, local and/or local toll Collect, Third Number or Calling Card Messages transported by SBC, MCI or another provider of local exchange service for whom a Party is the Clearinghouse or CMDS Host but which are billed to a billing number belonging to a Party's Subscriber and the billing number is in SBC territory.
- 3.23 **Non-Billing Party** means the Party that provides rated ABS Messages to the Billing Party for billing to and collection from its Subscribers.
- 3.24 **Outcollect Messages** means ABS Messages that are recorded by SBC, use MCI network elements and are billable to SBC Subscribers.
- 3.25 **Purchase of Accounts Receivable (PAR)** means the settlement summarizing the Amount Due the Non-Billing Party for the purchase of accounts receivable.
- 3.26 **Rejected Messages** are defined in Section 10.2.2 below.
- 3.27 **SBC Pre-paid Service** means a program offered by SBC's Public Communications unit that allows Subscribers to receive collect calls that originate from inmate facilities served by SBC's Public Communications affiliate when SBC Selective Blocking has been imposed.
- 3.28 **SBC Selective Blocking** means a blocking functionality which selectively blocks calls that originate from certain inmate facilities that are served by SBC's Public Communications unit. Traffic originating from these inmate facilities will not complete to UNE-P Subscribers, unless such Subscribers have set up a SBC Pre-Paid Service account managed solely by SBC, as further described herein. Where facilities and equipment permit, SBC will identify MCI's OCNs and provide programming necessary to restrict inmate originated collect calls, which terminate to SBC unbundled local switch ports.
- 3.29 **SBC Subscriber** means an end user who has authorized SBC or a Client LEC for whom SBC is the Clearinghouse or CMDS Host to provide the end user with local exchange service or who has billed an intraLATA call to a telecommunications calling card issued by SBC or by a LEC for whom SBC is the Clearinghouse or CMDS Host.
- 3.30 **Subscriber** means either the SBC Subscriber, MCI Subscriber or both as those terms are defined herein. The term "Subscriber" does not include any of the Parties to the Agreement with respect to any item or service obtained under this Agreement.
- 3.31 **Telcordia Client Company** means SBC and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 3.32 **Third Number Billed Messages** means intraLATA, local and/or local toll messages where the charges are billed to a MCI, SBC or any other LEC for whom a Party is the Clearinghouse or CMDS Host Subscriber's telephone number that is not the originating or terminating telephone number, the Transporting LEC is SBC, MCI or any other LEC for whom a Party is the Clearinghouse or CMDS Host, and the originating and billed telephone numbers are located in the same Telcordia Client Company territory.
- 3.33 **Transporting LEC** means the LEC providing the local exchange service on the line on which the call originates.
- 3.34 **Unauthorized Messages** are defined in Section 4.3 below.

- 3.35 **Unbillable Messages** are defined in Section 10.2.3 below.
- 3.36 **Uncollectible ABS Messages** means billable ABS Messages invoiced to a Billing Party's Subscriber that are either adjusted off a Subscriber's account, for whatever reason, by the Billing Party or are unpaid and remain unpaid by the Billing Party's Subscriber, despite the Billing Party's collection efforts.

4.0 Scope of Agreement

- 4.1 This Agreement specifies the rights and obligations of the Parties with respect to the distribution, billing, collection and settlement of ABS Messages billed to a Party's Subscriber.
- 4.2 The Parties agree that only ABS Messages that consist of the following message types are authorized and will be processed under the terms of this Agreement:
- 4.2.1 Appropriately Validated operator assisted or automated operator platform services ABS Messages for (1) Collect calls; (2) Third Number billed calls or (3) Calling Card calls.
- 4.2.2 When ordered by MCI and agreed to in the Interconnection Agreement between the Parties for a given state, other ABS call types may be included. Those ABS Messages are 1) operator busy/verify; 2) operator interrupt; 3) directory assistance 4) directory assistance call completion calls. These call types become ABS when they are placed utilizing collect, calling card, or a billed to third party.
- 4.3 Any other message types or charges not specified in Section 4.2 are not authorized without the written approval of the respective Billing Party and will not be processed under the terms of this Agreement ("Unauthorized Messages"). In addition, messages specified in Section 4.2 that contain or appear as the following are also considered Unauthorized Messages. These message types or charges include, but are not limited to:
- 4.3.1 Direct dialed intraLATA or interLATA long distance toll messages including international toll calls;
- 4.3.2 Operator assisted or automated operator platform services transported by or transported for an Interexchange Carrier or Interexchange Carrier affiliate or Interexchange Carrier Client of a Party to this Agreement including (1) collect; (2) third number billed or (3) calling card intraLATA toll calls.
- 4.3.3 Charges for pre-paid calling cards, calling cards, debit card, pre-paid services or any fee associated with pre-paid calling cards, calling cards, debit cards or pre-paid services. This does not include traditional toll usage charges associated with calling card messages authorized under Section 4.2.1;
- 4.3.4 Local Pay-Per-Call Service, 900 access, 976 access or any NXX designated or reserved by SBC to transport pay-per-call messages, unless the Parties have executed a separate addendum attached hereto for Local Pay-Per-Call Service;
- 4.3.5 Charges resulting from information and/or marketing practices that could cause harm to the billing Party's reputation, including, but not limited to; descriptions of sexual acts; child pornography; vulgar language; discrimination based on race, gender, ethnic origin, religion, disability, sexual orientation, or veteran

status; references to or dealing in any illegal acts or the facilitation thereof; misleading, confusing, or offensive marketing; marketing that exploits minors, developmentally or mentally incompetent people and/or negative pre-subscription.

- 4.3.6 Messages which have been previously billed to the MCI or SBC Subscriber;
- 4.3.7 Messages for SBC Pre-Paid Services
- 4.3.8 Charges for services which result in excessive Subscriber complaints;
- 4.3.9 Charges for 800 services to an originating Subscriber;
- 4.3.10 Charges for cellular services and/or charges to phone numbers assigned to cellular services;
- 4.3.11 Charges which consist of combined individual call records and/or other charges to produce bulk billed services.
- 4.3.12 Zero-rated ABS Messages for bill presentation.

4.4 The Parties agree that each Party is obligated to forward only true, correct and owing charges to the other Party for billing and collection, and agree that neither Party will knowingly send or bill Unauthorized Messages as ABS Messages. The Parties agree that any Unauthorized Messages that are submitted as ABS Messages shall be recoured back to the Non-Billing Party. In addition, if the Non-Billing Party has engaged in a pattern or practice of submitting Unauthorized Messages as ABS Messages, or if an excessive amount of Subscriber complaints are lodged with the Billing Party, the FCC, any state PUC, commission, or regulatory agency; or any suit filed related to Non-Billing Party's alleged tender of Unauthorized Messages as ABS Messages to the Billing Party then the Billing Party may return all unbilled ABS Messages received within the prior thirty (30) days and in the sole discretion of the Billing Party may terminate this Agreement, in whole or at a state level, upon five (5) days written notice, without further liability. The Parties further agree the Billing Party does not financially benefit from billing the Non-Billing Party's Unauthorized Messages as ABS Messages and, instead, incurs additional, significant expense and loss of Subscriber good will.

- 4.5 This Agreement includes the following Exhibit that is incorporated herein by this reference:
Exhibit A - Rate Schedule

5.0 Blocking

- 5.1 Both Parties shall comply with all federal and state requirements to block Subscriber access to ABS calls upon Subscriber's request. Each Party may also block Subscriber access to ABS calls due to non-payment or fraudulent calling patterns.
- 5.2 Each Party shall cooperate with the other Party to investigate, minimize, and take corrective action in cases of potential fraud. Each Party shall also block its Subscriber access to ABS calls upon the other Party's request in the case of potential fraud. Notwithstanding the foregoing, the Billing Party shall not be liable to the Non-Billing Party for any fraud associated with ABS calls originating from the Non-Billing Party's or third party Client's network. Revenue associated with validated Subscriber fraud will be reflected as an adjustment on the Purchase of Accounts Receivable Report and adjusted on the appropriate summary bill, provided that, when a request for blocking is required to

perform a block, the request is submitted timely and in all cases blocking has been established on a timely basis.

- 5.3 SBC may Selectively Block calls, which originate from certain inmate facilities that are served by SBC or its affiliate that are billable to MCI's Subscribers, SBC will identify MCI's Operating Company Numbers and provide the programming necessary to restrict inmate originated collect calls, which terminate to MCI Subscribers, where facilities and equipment permit.
- 5.4 MCI will not be charged for SBC Selective Blocking for the term of this agreement.

6.0 Description of Services

- 6.1 The Non-Billing Party shall forward all rated ABS Messages to the Billing Party, regardless of whether the rated ABS Message originated from the Non-Billing Party's network, or from a third party Client's network (through CMDS Host or Clearinghouse arrangements). The Parties agree to forward the rated ABS Messages via the Daily Usage File (DUF). All ABS Message detail on the DUF shall be in Exchange Message Interface (EMI) industry standard format, including an identifier of the originating service provider in compliance with the Ordering and Billing Forum (OBF) guidelines.
 - 6.1.1 For Local Prison Pay Phone messages, where technically available, the Non-Billing Party will also submit an identifier on the DUF that identifies the messages as originating from an inmate facility, provided the identifier remains in Exchange Message Interface (EMI) industry standard format and is in compliance with the Ordering and Billing Forum (OBF) guidelines.
- 6.2 SBC shall timely forward unrated Outcollect Messages to MCI via the DUF. MCI may rate the Outcollect Messages and forward to SBC via the return DUF process for billing to SBC Subscribers or Subscribers of another provider of local exchange service for whom SBC is the Clearinghouse. All message detail shall be in EMI industry standard format, and shall be exchanged at agreed upon intervals.
- 6.3 The Parties shall recourse any Rejected Messages or Unbillables Messages via the DUF or return DUF, using the appropriate EMI Guidelines.
 - 6.3.1 Either Party shall adjust the other Party's ABS charges for timely and properly returned Unbillables and Rejects within thirty (30) days or the next settlement after receipt of such Unbillables and Rejects.
 - 6.3.2 Either Party may return Unbillables and/or Rejects to the other Party no later than sixty (60) days from the date the message was originally sent to it through the DUF.
 - 6.3.3 Upon receipt of returned Rejects either Party may attempt to correct the message and re-send it to the other Party for Subscriber billing.
- 6.4 The Parties shall provide revenue settlement for each other's ABS Messages provided to each other for billing to their respective Subscribers; provided, however, that revenue settlement for Non-CATS Messages shall only be provided for those Client LECs that have executed an agreement with a Party to this Agreement covering the settlement of Non-CATS Messages.
- 6.5 This Agreement does not cover the distribution, settlement or billing of Local Pay-Per-Call Service messages transported by either Party that originate from and/or is billable to

the other Party's Subscriber's telephone number unless the Parties have executed a separate addendum attached hereto for Local Pay-Per-Call Service.

7.0 Clearinghouse Provisions

- 7.1 Either Party may act as a Clearinghouse or aggregator of billing for other LECs, CLECs, affiliates or third party ABS message transport customers (hereinafter "Client" or "Clients"). If either Party acts as an agent or aggregator for any permitted Clients, the following requirements apply:
 - 7.1.1 The Clearinghouse Party shall be responsible for ensuring that any Client Messages forwarded to the other Party for billing fully conform to the terms and conditions of this Agreement. Client Messages shall be considered as the Clearinghouse Party's billing for all purposes under this Agreement.
 - 7.1.2 The Clearinghouse Party shall remain solely responsible to its Clients for all rights and obligations under this Agreement. The Billing Party shall have no obligation to deal directly with a Client, nor shall Client be a third party beneficiary of this Agreement nor have any claim directly against the Billing Party hereunder. The Clearinghouse Party shall serve as the sole point of contact with its Clients.

8.0 Billing of ABS Messages by the Parties

- 8.1 The Parties will use good faith efforts to produce and mail a monthly bill for each Party's Subscriber with ABS Messages. ABS Messages will be included within the same invoice and billing envelope where the Party's Subscribers are billed for other charges, including but not limited to monthly service fees and local toll charges. The Party's Subscriber invoice will show a single balance due.
- 8.2 ABS Messages will be segregated within the invoice for service providers other than MCI when billed to the MCI Subscriber. The respective section header or page header will indicate the service is billed on behalf of another provider.
- 8.3 ABS Messages will be included with other like charges within the SBC retail Subscriber statement when billed to the SBC Subscriber.
- 8.4 Any messages that contain data errors within the traffic records, do not pass edits established by either Billing Party, or cannot be identified to a valid Subscriber account, will be recoured to the originator (SBC or MCI) as Rejected or Unbillable Messages, via the appropriate return mechanism.
- 8.5 Both Parties will provide inquiry services for their own Subscribers who may have questions about their charges. Both Parties will generally utilize their standard crediting and adjustment guidelines, as may be in effect from time to time, when handling Subscriber inquiries about ABS Messages. Notwithstanding the above, either Party, at its sole discretion, may determine at anytime, to adjust ABS Messages. The Parties will work cooperatively to address the Subscriber's concerns.
- 8.6 Both Parties shall perform treatment and collection functions for their own Subscribers. The Parties acknowledge that each Party exercises judgment in determining when or whether to deny local service and is not required to deny service at the earliest possible opportunity. Treatment and collection functions may be limited by law and regulatory requirements. Where law or regulation has determined that ABS Messages are non-

deniable, the Parties will not disconnect, terminate or suspend Subscriber accounts for non-payment of ABS Messages. Instead, ABS Messages may be removed from the Subscriber's bill as uncollectible.

- 8.7 Both Parties will generally utilize their standard treatment and collection procedures, which may include blocking as appropriate, as may be in effect from time to time, in collecting the balance due. Notwithstanding the above, the Parties at their sole discretion may determine at anytime, to adjust ABS Messages rather than deny local service.
- 8.8 The Parties acknowledge that Federal or State laws may preclude denial of local access service for Subscriber's failure to pay for ABS Messages. The Parties acknowledge that Subscriber payments apply first to deniable charges, which if not paid, may result in the loss of local access service.

9.0 Purchase of Accounts Receivable

The Parties shall purchase accounts receivable from each other that arise from ABS Messages that are included in bills rendered by the Parties to their respective Subscribers as follows: The Parties shall receive from each other a forty percent (40%) purchase of accounts receivable discount (the "Discount for Purchase of Accounts Receivable") off the total amount of charges for Accepted ABS Messages (which requires that each Party pay (a) sixty percent (60%) of the total amount of charges for accepted ABS Messages to be billed to their respective Subscribers. Except as otherwise provided in this Agreement, once ABS Messages are purchased as an accounts receivable, the Billing Party shall not adjust, deduct, debit or otherwise attempt to recourse back to the Non-Billing Party any Uncollectible ABS Messages, including but not limited to where the Subscriber disputes the ABS Message accuracy, declares financial insolvency, or otherwise refuses to pay the Subscriber invoice issued by the Billing Party.

10.0 Settlement Arrangement

- 10.1 The Parties shall provide settlement for ABS Messages billed to their respective Subscribers forwarded to each other as set forth in Section 6.1. The Non-Billing Party shall invoice all ABS Messages to the Billing Party on a monthly basis and provide a Purchase of Accounts Receivable Report for settlement purposes. Settlement of Amount Due will be based on amounts calculated as described below and presented on the Purchase of Accounts Receivable Report. At the execution of this Agreement SBC provides separate invoicing of ABS messages in SBC West (California and Nevada), SBC Southwest (Arkansas, Kansas, Missouri, Oklahoma and Texas), SBC Midwest (Illinois, Indiana, Michigan, Ohio and Wisconsin) and SBC Connecticut provide mixed bills with separately identified charges.

10.1.1 Settlement Calculation for Amount Due

- a. Gross ABS Billings Sent to Billing Party (+)
- b. Rejects (-)
- c. Unbillables (-)
- d. Accepted ABS Messages for Billing (a-b-c= d)
- e. Discount for Purchase of Accounts Receivable (-)
- f. Miscellaneous Adjustments (Duplicates/Fraud) (-)
- g. Net Purchase of Accounts Receivable (d-e-f= g)
- h. Late Payment Charge (+)
- i. Billing and Collection Fee (-)
- j. Amount Due Non-Billing Party (g + h - i = j)

10.1.2 Sample

- a. \$200,000.00 sent (for 50,000 calls)
- b. Minus \$1,000.00 Rejects
- c. Minus \$10,000.00 Unbillables
- d. Equals \$189,000.00 Accepted ABS Messages
- e. Minus \$75,600.00 for Discount for Purchase of Accounts Receivable
- f. Minus \$1,500.00 Miscellaneous Adjustments
- g. Equals \$111,900 Net Purchase of Accounts Receivable
- h. Plus \$0.00 Late Payment Charge
- i. Minus \$2,500.00 for B&C
- j. Amount Due \$109,400.00

- 10.1.3 At the execution of this Agreement, SBC BANs issued for the ABS accounts in all SBC states will reflect the Discount for Purchase of Accounts Receivable, one (1) month in arrears. When and where commercially reasonable, SBC may discontinue applying the credit in arrears, and may instead reflect the Discount for Purchase of Account Receivable incurred during that same month.

10.2 As used in Section 10.1 above, the following terms are defined as set forth below:

- 10.2.1 Gross ABS Billings Sent means the total rated charges for ABS Messages sent to the Billing Party, based on the Non-Billing Party's schedule of rates including applicable Foreign State Taxes. Settlement of Non-CATS Messages is contingent on the conditions set forth in Section 6.1 above being satisfied.
- 10.2.2 Rejected Messages means the rated value of ABS Messages that failed to pass the established edits, including, but not limited to: (1) messages which when initially received by the Billing Party are more than ninety (90) days from the date of origination of the call (or as such shorter or longer time as may be required by an appropriate regulatory authority); (2) messages which are missing information; (3) messages which contain incomplete or incorrect information, or (4) Automatic Number Identification "ANIs" that do not belong to the Billing Party at the time the calls were made. Rejects are considered "Unbillable" as set out herein and are recoured to the Non-Billing Party.
- 10.2.3 Unbillable Messages means the rated value of ABS Messages that were not billable to a valid Billing Party Subscriber account, not the result of an error by the Billing Party, that are recoured to the Non-Billing Party.
- 10.2.4 Accepted ABS Messages for Billing is the summation of Gross Billings Sent minus any Rejected Messages and Unbillable Messages.
- 10.2.5 Discount for Purchase of Accounts Receivable means the percent of discount to the Accepted ABS Messages for Billing.
- 10.2.6 Miscellaneous Adjustments means the rated value of ABS Messages or portion thereof that is adjusted, as a result of or discovery of duplicate billing, fraud or a dispute or claim by the Billing Party.
- 10.2.7 Net Purchase of Accounts Receivable means the summation of Accepted ABS Messages per billing minus the Discount for Purchase of Accounts Receivable, minus Miscellaneous Adjustments.
- 10.2.8 Late Payment Charge means any interest charges that may be due as a result of a late payment by the Billing Party as set forth in Section 11.3.

10.2.9 Billing & Collection Fee means the per message rates, as set forth in Exhibit A, times the number of applicable ABS Messages resulting from the Gross ABS Billings Sent to the Billing Party.

10.2.10 Amount Due means the summation of Net Purchase of Accounts Receivable plus Late Payment Charge and minus the Billing & Collection Fee.

11.0 Settlement Due Date

- 11.1 If the Amount Due the Non-Billing Party, as set forth in the PAR Report is a positive number, the Billing Party shall pay the Amount Due the Non-Billing Party thirty (30) days from the date of the Invoice or PAR Report whichever is earlier ("Due Date"); provided however, that the Billing Party receives such PAR Report at its designated location at least twenty (20) days prior to the payment Due Date. In the event the Billing Party does not receive the PAR Report at least twenty (20) days prior to PAR Report payment Due Date, the Billing Party will pay the Non-Billing Party the Amount Due within twenty (20) days from the date of receipt of the PAR Report. If the Amount Due the Non-Billing Party is a negative number, upon request of the Billing Party, the Non-Billing Party shall pay the Billing Party the Amount Due the Billing Party within thirty (30) days of the receipt of the PAR Report. Payment will be made by electronic funds transfer through Automated Clearinghouse (ACH) unless otherwise agreed to by the Parties.
- 11.2 If the Due Date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.
- 11.3. Any payment received after the Due Date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due the Non-Billing Party or the Amount Due the Billing Party, whichever is applicable, that is received after the Due Date, multiplied by a late factor. The late factor shall be a 0.033% daily charge, not compounded, (12% annual percentage rate). Any Late Payment Charge shall be included in the next applicable payment.
- 11.3.1 If either Party fails to pay when due any settlement or any interest or other amounts due to the other Party under this Agreement, then in addition to any other rights the Billing Party may have under this Agreement, the Billing Party may refuse to provide any further billing and collection services, directly or indirectly, to the other Party, including billing and collection services on the Non-Billing Party ABS Messages received through an aggregator, affiliate or other agent of the Non-Billing Party. If the Billing Party does accept any Non-Billing Party ABS Messages for billing while the Non-Billing Party is past due on any amounts owing to the Billing Party, then the Billing Party may deduct the amounts owed from any PAR owed to the Non-Billing Party or its agent on the Non-Billing Party's behalf.
- 11.3.2 Notwithstanding anything contained herein to the contrary, if the Billing Party fails to pay its obligations to the Non-Billing Party as they become due or when services are terminated, the Parties agree the Non-Billing Party shall be entitled to withhold any funds, which otherwise might be due, or become due to the Billing Party hereunder, to satisfy any unpaid or potential obligation of the Billing Party to the Non-Billing Party.
- 11.4 Should either Party dispute any portion of the Amount Due, the Party shall notify the other Party in writing of the nature and basis of the dispute as soon as possible and prior

to the Due Date. The Parties shall use their best efforts to resolve the dispute prior to the Due Date.

12.0 Data Retention

12.1 The Non-Billing Party shall be responsible for retaining backup copies of ABS Messages that have been rated and sent to the Billing Party as described in Section 6.1, for a minimum retention period of ninety (90) days or longer time as required by appropriate regulatory authority with jurisdiction ("Retention Period"), from the date the data was originally sent to the Billing Party ("Transmission Date").

12.1.1 If ABS Message data provided by the Non-Billing Party is determined to be lost, damaged, destroyed or otherwise unreadable within the Retention Period after the Transmission Date, then:

12.1.1.1 The Billing Party will attempt, if possible to recover the EMI record detail and process the ABS Messages.

12.1.1.2 In the event data cannot be recovered by the Billing Party, the Billing Party will request a back-up tape or transmission from the Non-Billing Party.

12.1.2 If for any reason the Billing Party chooses not to bill and collect traffic that can be recovered through backup provided by the Non-Billing Party within the Retention Period of the Transmission Date; or if it is determined that data was lost, damaged, destroyed or unreadable due to the Billing Party's errors or omissions and it has been more than the Retention Period since the Transmission Date, then:

12.1.2.1 The Billing Party shall pay the Non-Billing Party for the rated ABS Messages less an estimated amount for Rejected Messages, Unbillable Messages, Discount for Purchase of Accounts Receivable and Billing and Collection Fees. If the actual rated value of the ABS Messages is unknown or cannot be determined, an estimated value will be determined by utilizing the average transmission amount from the most recent three (3) months.

12.2 SBC shall be responsible for retaining backup copies of Outcollect Message detail that is to be sent to MCI, as set forth in Section 6.2, for a minimum retention period of twelve (12) months from the original traffic date.

12.2.1 If it is determined within ninety (90) days of the original traffic date that Outcollect Message data was never sent to MCI, was lost, damaged or destroyed, or was otherwise unreadable by MCI, then:

12.2.1.1 SBC will attempt to recover (where applicable) the Outcollect Message detail and forward to MCI via the procedures outlined in Section 6.2.

12.2.1.2 In the event Outcollect Message detail cannot be recovered by SBC and forwarded to MCI, then SBC shall pay MCI for the estimated rated value of the Outcollect Messages less an estimated amount for Rejected Messages, Unbillable Messages, Discount for Purchase of Accounts Receivable and Billing and Collection Fees. The estimated value of the unrecoverable Outcollect Messages will be determined by utilizing the average transmission amount for rated ABS Messages sent by MCI through the reverse DUF from the most recent three (3) months.

12.2.2 If it is determined more than ninety (90) days after the original traffic date, that Outcollect Messages were never forwarded to MCI; or were lost, damaged or destroyed due to SBC's error or omission; or otherwise unreadable by MCI due to SBC's error or omission, then:

12.2.2.1 SBC shall pay MCI for the estimated rated value of Outcollect Messages less an estimated amount for Rejected Messages, Unbillable Messages, Discount for Purchase of Accounts Receivable and Billing and Collection Fees. The estimated value of the Outcollect Messages will be determined by utilizing the average transmission amount for rated ABS Messages sent by MCI through the reverse DUF from the most recent three (3) months.

13.0 Settlement with Clearinghouse Clients or CMDS Hosted LECs

Any Non-Billing Party who acts as an agent or aggregator of an authorized Client will be responsible for remitting payment to that Client for amounts collected by the Billing Party where those amounts are attributable to ABS Messages transmitted by the Client. The Billing Party shall have no liability to a Client of a Non-Billing Party.

14.0 Taxes

14.1 The Parties shall, in conjunction with the services provided under this Agreement for ABS Messages perform the following functions:

14.1.1 The Billing Party shall determine and calculate, bill to and collect from Subscribers, and remit to the appropriate authorities, all applicable federal, state, or local sales, use, excise, or other taxes, tax like charges, and surcharges imposed on or with respect to the ABS charges. Hereinafter the above referenced taxes, tax-like charges, and surcharges are collectively referred to as "Tax(es)".

14.1.2 The Non-Billing Party shall not add on any Taxes to the ABS charges it sends to the Billing Party on either the Daily Usage File or the monthly invoice. Notwithstanding the foregoing, the Non-Billing Party shall be responsible for calculating and providing to the Billing Party or passing through from a Client for billing by the Billing Party applicable Foreign State Tax, if any, associated with ABS Messages.

14.1.3 The Billing Party shall be responsible for determining the tax exempt status of a Subscriber. It is recognized that the Billing Party is merely acting as the Non-Billing Party's agent with respect to billing and collecting Taxes hereunder.

14.1.4 The Billing Party shall file all applicable returns due for Taxes with the appropriate Taxing authority and pay or remit the applicable Taxes due to the appropriate Taxing authority.

14.1.5 Any communication from a Subscriber relating to Taxes shall be the responsibility of the Billing Party. All determinations as to the removal, addition, or adjustment of Taxes to be billed to a Subscriber also shall be the responsibility of the Billing Party.

14.1.6 Any communication with a Taxing authority regarding Taxes applicable to ABS charges shall be the responsibility of the Billing Party.

- 14.1.7 The Billing Party will indemnify and hold the Non-Billing Party harmless from and against any liability resulting from any Tax, penalty, or interest relating to or arising out of the Billing Party's failure to properly bill, collect, or remit any Tax or file any return as required by law.
- 14.1.8 The Billing Party shall, at its option and expense (including, if required by a taxing authority, paying any Tax, penalty and interest prior to final resolution of the issue), have the right to seek administrative relief, a ruling, judicial review (original or appellate level) or other appropriate review (in a manner deemed appropriate by the Billing Party), as to the applicability of any Tax, penalty, or interest, or to protest any assessment and direct any legal challenge to such assessment, but shall be liable hereunder for any amount of Tax ultimately determined to be due.
- 14.1.9 Notwithstanding Section 14.1.7 above, such indemnity is conditioned upon the Non-Billing Party providing the Billing Party sufficient notification of any proposed assessment of additional Tax, penalty, or interest to afford the Billing Party the opportunity to seek administrative relief, a ruling, judicial review (original and appellate) or other appropriate review of the applicability of any Tax prior to the assessment of additional Tax.
- 14.1.10 When requested by the Billing Party and at the Billing Party's expense, the Non-Billing Party shall cooperate or participate with the Billing Party in any proceeding, protest, or legal challenge, and if Non-Billing Party's participation is not requested by the Billing Party, the Non-Billing Party may participate (but not control), at its own expense, in any such proceeding, protest, or legal challenge.
- 14.1.11 Any consideration for the billing and collection services provided to the Non-Billing Party by the Billing Party under this Agreement is exclusive of all federal, state, and local sales, use, or other taxes, tax-like charges, and surcharges imposed on billing and collection services ("B&C taxes"). The Non-Billing Party will pay any applicable B&C taxes (except any taxes, tax-like charges, or surcharges based on the Billing Party's income, net worth, franchise, or property, which shall be borne solely by the Billing Party), provided that such B&C taxes are due by law from a purchaser of the billing and collection services and properly invoiced. If the Non-Billing Party provides the Billing Party with a duly authorized direct pay permit or exemption certificate, the Billing Party will exempt the Non-Billing Party in accordance with law, effective on the date that the Billing Party receives the certificate.

15.0 Audits and Examinations

- 15.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element or process of services performed under this Agreement. Upon sixty (60) days written notice by the requesting party ("Requesting Party") to the other party ("Non-Requesting Party"), the Requesting Party shall have the right to audit and examine, during normal business hours and at reasonable intervals to be mutually determined, the Non-Requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement; provided, however, neither Party may perform more than one Audit and more than one Examination of the other Party under this Agreement in any twelve (12) month period. Within the above described sixty (60) day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents to be

reviewed, and the time, place and manner in which the Audit or Examination shall be performed.

- 15.2 Each Party shall bear its own expenses occasioned by the Audit or Examination, provided that the expense of any special data extraction shall be borne by the Requesting Party. Within the above described sixty (60) day period, the Parties may also agree that, in lieu of an Audit or Examination by the Requesting Party, the Non-Requesting Party shall conduct an internal review and provide the Requesting Party with the results of that review; as a further alternative, the Non-Requesting Party may request that an Audit or Examination be conducted by an outside auditor. In the event of such outside Audit or Examination, the Requesting Party shall pay the fee of the outside auditor.
- 15.3 Where the Parties agree that an Audit or Examination discloses error(s), any corrective action be undertaken within thirty (30) days of written notice of such errors(s). All information received or reviewed by the Requesting Party or its authorized representative in connection with the Audit or Examination is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the Audit or Examination or the resolution of its findings (which may include any dispute resolution proceedings, including but not limited to mediation or judicial proceedings), nor is said information to be used for any other purposes. All information received or reviewed by the Requesting Party or its authorized representative in connection with any Audit or Examination that the Requesting Party desires to distribute, provide or disclose in any dispute resolution proceeding shall be subject to protective arrangements as reasonably agreed to by the Parties. The Non-Requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or Examination or the resolution of its findings as described above to execute a non-disclosure agreement satisfactory to the Non-Requesting Party.

16.0 Dispute Resolution

- 16.1 In the event of any disputes between SBC and MCI with respect to the terms and conditions of this Agreement, or any subject matter referred to in or governed by this Agreement, such disputes shall be settled as follows, except for disputes in which a Party seeks injunctive relief or must file suit in order to avoid expiration of the applicable statute of limitations:
- 16.2 No claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention unless the claiming Party can prove fraud or intentional concealment by the Party against whom the claim is raised.
- 16.3 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 17, each Party will appoint a knowledgeable, responsible non-lawyer business representative with the authority to act on behalf of the Party to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. If the informal negotiations do not resolve the

dispute within thirty (30) days of the initial written request for negotiation, a Party may request that the dispute or claim be resolved by the escalation procedures noted as follows:

- 16.4 Escalation Procedures - All disputes between the Parties not resolved by the informal dispute resolution procedure shall be escalated through normal business procedures to an Intercompany Review Board consisting of one representative from each company at the vice-presidential level (or at such lower level as each Party's vice-president may delegate). Each Party has the right to request and, upon agreement of the other Party, to review any materials it deems pertinent to the dispute. The Intercompany Review Board shall consider any material submitted to it by either Party. Not to exceed sixty (60) days from the date the dispute arises, each Party shall state in writing when it has received all materials it desires to review, and thirty (30) days thereafter the Intercompany Review Board shall state in writing to the Parties the extent to which it has resolved the dispute. Both Parties agree to negotiate resolution of such problems in good faith.
- 16.5 In the event a dispute shall arise as to the Parties' respective rights, duties and obligations under this Agreement that is not resolved under the dispute resolution procedures of this Section to the satisfaction of either Party, or in the event of a claim for breach of this Agreement by either Party, it is agreed that such disputes shall be settled by binding arbitration in accordance with the American Arbitration Association Arbitration Rules and Procedures as amended by this Agreement. The costs of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each Party shall bear the cost of preparing and presenting its case. The Parties agree that this provision and the Arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9. U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make an award that provides for punitive or exemplary damages. The Arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA. This provision should not be construed so as to prohibit either Party from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.

17.0 Notices

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, return receipt requested and addressed as follows:

MCI:

MCI
LEC Billing & Collection Manager
6312 S. Fiddler's Green Circle, Suite 600E
Greenwood Village, Colorado 80111

With a copy to:

MCI
Attn: Mass Markets Legal, C2-1
22001 Loudoun County Parkway

Ashburn, VA 20147

SBC:

Contract Administration
Attn: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

18.0 Disclaimer Of Representations And Warranties

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO BILLING PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY A NON-BILLING PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS PROVIDED BY A CLIENT.

19.0 Limitation of Liability

- 19.1 Except where otherwise provided in this Agreement, each Party's liability to the other (as distinct from a Party's obligation to pay for services settled under this Agreement) for any loss, cost, claim, injury, liability or expense arising out of any negligent act or omission in its performance of this Agreement shall be limited to the amount of direct damages actually incurred, but not to exceed the total charges assessed by SBC or MCI, whichever is applicable, during the most recent three (3) month period for the services provided under this Agreement. The above limitation of liability shall not apply to gross negligence, willful misconduct or indemnified third party claims.
- 19.2 Excepting gross negligence or willful misconduct or damages or liability arising as part of an indemnified third party claim, neither Party shall be liable to the other for any indirect, incidental, special, punitive, exemplary, reliance or consequential damages of any kind, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind.
- 19.3 The Parties agree that the Billing Party assumes no liability for any action or claim arising out of the Billing Party's determination to refuse to bill any Local Prison Pay Phone messages covered under this Agreement.

20.0 Indemnification

- 20.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage or expense, including reasonable attorneys' fees, to third parties, relating to or arising out of the acts, omissions, negligence or misconduct by the Indemnifying Party, its employees, agents or contractors in the performance of this Agreement or the failure of the

Indemnifying Party to perform its obligations under this Agreement. The above indemnification obligation shall extend to any third party actions (including any governmental or regulatory action) resulting from actions or omissions by the Indemnifying Party which constitute a violation of any applicable laws, rules or regulations. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

- 20.2 The Indemnified Party shall notify the Indemnifying Party promptly in writing of any written claims, lawsuits or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is or may be responsible under this Paragraph and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also shall cooperate in every reasonable manner within the defense or settlement of such claim, demand or lawsuit. The Indemnifying Party will not be liable under this subparagraph for settlements by the Indemnified Party of any claim, demand or lawsuit unless the Indemnifying Party has approved the settlement in advance or unless the defense of the claim, demand or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed promptly to undertake the defense.
- 20.3 The Parties acknowledge that the Billing Party receiving the ABS Messages under this Agreement has no knowledge of the validity of billing charges sent by the Non-Billing Party for billing and collections under this Agreement, and that the Billing Party strictly relies upon the Non-Billing Party to forward only correct billing charges that can be, if necessary, substantiated in a court of law. The Non-Billing Party agrees, when forwarding billing charges to the Billing Party, to ensure that said charges are true and correct, and accurately reflect proper charges legally owed by the Billing Party's Subscriber. This certification of validity shall apply to all billing charges forwarded to the Billing Party under this Agreement from whatever source. Should the Billing Party incur liability for billing and collection of any billing charges forwarded by the Non-Billing Party, or for termination of Subscriber's local phone service as part of said collection, or for defamation or libel or injury to credit or otherwise incurs liability arising from or resulting from the Non-Billing Party's performance of its obligations under this Agreement, not attributable to the Billing Party's gross negligence or willful misconduct, the Non-Billing Party will defend, indemnify, and hold harmless the Billing Party for any loss, cost, claim, damage or expense (including reasonable attorney's fees) arising from such billing and collection.
- 20.4 In addition to indemnity provided for in this Section 20, the Non-Billing Party shall indemnify and hold harmless the Billing Party from and against any fines or penalties imposed on the Billing Party resulting from the Non-Billing Party's violation of any regulation or law associated with Local Prison Pay Phone messages submitted to the Billing Party for Billing Services.
- 20.5 Notwithstanding Section 20.3 above, the Parties acknowledge that SBC shall be responsible for the recording and/or transmission of Outcollect Messages provided to MCI under this Agreement and that MCI has no knowledge of the validity of said Outcollect Messages. The Parties further acknowledge that MCI strictly relies upon SBC to forward only correct and complete Outcollect Messages to MCI for billing and collection and/or rating and re-transmission to SBC for billing and collection. SBC agrees, when forwarding Outcollect Messages to MCI, to ensure that said Outcollect Messages are correct and accurately reflect proper data legally attributed to the Subscriber's use of the network. Such SBC assurance shall apply to all Outcollect Messages forwarded by SBC to MCI under this Agreement from whatever source. SBC agrees to defend, indemnify and hold harmless MCI for any loss, costs, claim, damage or expense (including reasonable attorneys' fees) arising from or relating to SBC's

recording and/or transmission of Outcollect Messages provided to MCI and MCI's strict reliance on such performance by SBC.

- 20.6 Each Party shall indemnify and hold harmless the other Party from any loss, damage, liability, or expense on account of any claim(s) based on any allegation that any products, materials, and/or services or any part thereof provided to the Indemnified Party infringe upon or violate any U.S. patents, U.S. copyrights, trade secrets, trademarks, service marks, or other proprietary right(s) of any third party. The Indemnifying Party shall defend such claim at its expense and shall pay any costs and damages (including reasonable attorneys' fees) that may be settled or awarded against the Indemnified Party provided that the Indemnified Party notifies the Indemnifying Party of the claim in writing within a reasonable time frame. Unless otherwise agreed upon by the Parties, the Indemnifying Party shall have sole control of the defense for any such claim and all settlement negotiations. The Indemnified Party shall provide the Indemnifying Party with the assistance, information, and authority necessary to perform the Indemnifying Party's obligations hereunder. The Indemnifying Party will reimburse reasonable out-of-pocket expenses incurred by the Indemnified Party in providing such assistance. The Indemnifying Party shall not be obligated to indemnify the Indemnified Party for any settlement made without the Indemnifying Party's consent.
- 20.7 If, as a result of a claim or action described in Section 20.6 above, services furnished under this Agreement are held to constitute an infringement and the use is restrained or enjoined, the Indemnifying Party shall, at its own expense, either: promptly take such action as is necessary to stay the effect of such injunction; or promptly (i) procure for the Indemnified Party the right to provide said service(s); (ii) modify said service to become non-infringing (provided that such modification does not affect the intended use of the service; or (iii) replace said service(s) with equally suitable, non-infringing service(s) at no additional charge to the Indemnified Party, consistent with the Indemnifying Party's obligations as set forth in this Agreement.

21.0 Requests for Changes to Services Provided

Requests by either Party for changes to existing services provided under this Agreement or requests for new services not covered by this Agreement shall be handled on an individual case basis with the prices, terms and conditions of the revised or new services to be separately negotiated.

22.0 Amendments and Waivers

This Agreement may be modified or additional provisions may be added by written agreement signed by or on behalf of both Parties. No amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by both Parties. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

23.0 Assignment

This Agreement shall not be assigned by either Party without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, this Agreement may be assigned without consent to the successor of either Party, to an affiliate of such Party or to a person, firm or corporation acquiring all or a controlling interest in the business assets of such Party, upon sixty (60) days prior written notice. Such assignment without consent

shall not relieve the assigning Party of its obligations. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. Any prohibited assignment shall be null and void.

24.0 Compliance with Law

- 24.1 During the term of this Agreement, each Party shall comply with all federal, state and local laws, statutes, regulations, and rules that are material to such Party's performance under this Agreement and shall maintain all licenses and permits required for its performance under this Agreement.
- 24.2 Each Party shall immediately notify the other Party in writing of the commencement of any action, suit or proceeding materially involving its ability to perform its obligations under this Agreement.
- 24.3 The Non-Billing Party agrees to respond with the Billing Party to any complaints or inquiries received by the Billing Party from any State or Federal, legal or regulatory body regarding Local Prison Pay Phone messages billed on behalf of the Non-Billing Party.
- 24.4 The Parties will make any and all necessary filings that may be required from time to time in connection with this transaction by any governmental body having jurisdiction.

25.0 Regulatory Compliance

The Parties shall use all reasonable efforts to protect its ability to offer the services provided under the terms and conditions of this Agreement. If any regulatory authority of competent jurisdiction should determine that any or all of the services offered pursuant to this Agreement should be regulated and/or tarified, any and all of the terms, conditions, rates and charges affected shall be superseded by said tariff and/or regulation.

26.0 Governing Law

This Agreement shall be governed by the local law of the State of Texas without regard to its conflict of law provisions, except insofar as federal law may control any aspect of this Agreement, in which case, federal law or regulation shall govern such aspect.

27.0 Force Majeure

- 27.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence. These causes may include acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, or other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- 27.2 If any force majeure condition occurs, the Party delayed or unable to perform shall give immediate notice of same to the other Party. During the pendency of the force majeure conditions, the duties of the Parties under this Agreement affected by said conditions shall be abated and shall resume without liability thereafter. Notwithstanding the above, in the event of a force majeure conditions, the Parties agree to provide the services in the

same manner and at a performance level no less than the services it performs on its own behalf and that provided to any other carriers.

28.0 Publicity

Except as otherwise provided in this Agreement, neither Party shall publish or use the other Party's name, language, pictures or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion or any publicity matter relating to services provided under this Agreement without the express written permission of the other Party.

29.0 Confidentiality

29.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary Information given by one Party (the "Discloser") to the other Party (the "Recipient") that: 1) the Recipient either has reason to know based upon the facts surrounding the disclosure of the information and/or the nature of the information itself that the Discloser safeguards by exercising at least a reasonable standard of care to protect as confidential information, or that the Recipient is presumed to know that the Discloser believes is confidential because it falls within one or more types of information described herein. All information which is of the following types disclosed by one Party to the other in connection with this Agreement shall automatically be deemed Confidential Information subject to this Agreement. Confidential Information shall be of the following types: all information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" if:

29.1.1 Furnished or made available or otherwise disclosed by the Discloser or its agent, employee, representative or Affiliate to the Recipient or its agent, employee, representative or Affiliate dealing with End User-specific, facility-specific, or usage-specific information, other than End User information communicated for the purpose of publication, directory, or other database inclusion, 911, call processing, or for such other purposes as mutually agreed upon; all orders for Network Elements, Ancillary Functions, Combinations, Local Services or other services placed by MCI or SBC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of MCI or SBC customers pursuant to the Act and the rules and regulations of the FCC, and recorded usage data, whether disclosed by MCI to SBC or SBC to MCI or otherwise acquired by SBC or MCI in the course of the performance of this Agreement, shall be deemed Confidential Information of MCI or SBC, as the case may be, for all purposes under this Agreement.

29.2 For a period of ten (10) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees

- i. to use it only for the purpose of performing under this Agreement,
- ii. to hold it in confidence and disclose it to no one other than its employees, contractors, agents or Affiliates having a need to know for the purpose of performing under this Agreement, and
- iii. to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information.

If the Recipient wishes to disclose the Discloser's Confidential Information to a third party consultant, such disclosure must be mutually agreed to in advance and in writing by the Parties to this Agreement, and the consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

- 29.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and Confidential rights notices as are contained on the original.

29.4 Return of Confidential Information

29.4.1 All Confidential Information shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that conspicuously embody such Confidential Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Confidential Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

- 29.5 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Confidential Information that:

29.5.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or

29.5.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

29.5.3 Is rightfully received from a third party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third party has any such obligation; or

29.5.4 Is independently developed by an agent, employee, representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Confidential Information; or

29.5.5 Is disclosed to a third party by the Disclosing Party without similar restrictions on such third party's rights; or

29.5.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

29.5.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made as provided herein.

29.6 Proposed Disclosure of Confidential Information to a Governmental Authority

- 29.6.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Confidential Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Confidential Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Confidential Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.
- 29.6.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Confidential Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Confidential Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 29 with respect to all or part of such requirement.
- 29.6.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 29. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Confidential Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential information, including cooperating with the Disclosing Party, at the Disclosing Party's expense, to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Confidential Information.

29.7 Customer Proprietary Network Information ("CPNI")

- 29.7.1 CPNI related to MCI's subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be MCI's proprietary information and may not be used by SBC for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance, shall be disclosed only to SBC's employees, contractors, agents or Affiliates with a need to know, unless the MCI Subscriber expressly directs MCI to disclose, or approves the disclosure of, such information to SBC pursuant to the requirements of Section 222(c)(1) or (2) of the Act. If SBC seeks and obtains approval to use or disclose such CPNI from MCI's Subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, SBC may use or disclose only such information as MCI provides pursuant to such authorization and may not use information that SBC has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law. CPNI related to SBC's Subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be SBC's proprietary information and may not be used by MCI for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance shall be disclosed only to MCI's employees, contractors, agents or affiliates with a need to know, unless the SBC Subscriber expressly directs SBC to disclose, or

approves the disclosure of, such information to MCI pursuant to the requirements of Section 222(c)(1) or (2). If MCI seeks and obtains approval to use or disclose such CPNI from SBC's Subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, MCI may use or disclose only such information as SBC provides pursuant to such authorization and may not use information that MCI has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law.

29.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. Notwithstanding the immediately preceding sentence, neither Party's obligations under such sentence shall exceed those required by law, regulation or regulatory or judicial decision.

- i. Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of that Party.
- ii. Except as provided hereunder, or as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information. This provision shall not require either Party to grant a license in violation of any law. Nothing in this paragraph shall relieve the Parties of their obligations and responsibilities set forth in herein.

29.9 The Parties agree that an impending or existing violation of any provision of this Section 29 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages.

30.0 Survival

Provisions contained in this Agreement that by their sense and context are intended to survive the expiration or termination of this Agreement shall so survive. Without limiting the general applicability of the foregoing, the following terms and conditions of the Agreement are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Indemnification, Confidentiality, Limitation of Liability, and any liability or obligations of a Party for acts or omissions prior to the expiration or termination of this Agreement.

31.0 Entire Agreement

31.1 This Agreement, including all Exhibits and subordinate documents attached to or incorporated herein by reference, together constitute the entire Agreement between the Parties, and supersede all prior oral or written agreements, representations, statements, negotiations, understanding, proposals, and undertakings with respect to the subject matter hereof.

31.2 To the extent that the provisions of this Agreement and the Exhibits incorporated herein are inconsistent or are in conflict with the provisions of interconnection agreements or any supplemental and/or subordinate documents incorporated herein by reference, e.g. the Daily Usage Extract user guide, the provisions of this Principal Agreement shall control. To the extent the provisions of the Principal Agreement and the Exhibits incorporated herein are inconsistent or are in conflict the Exhibits shall control.

32.0 Severability

If any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement that is invalid. In all other respects, this Agreement will stand as if the invalid provision had not been a part of it, and the remainder of this Agreement will remain in full force and effect.

33.0 Headings Not Controlling

The headings and numbering of Sections, Parts and Exhibits in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning or interpretation of this Agreement.

34.0 Third Party Beneficiaries

No person or entity not a Party hereto shall have any interest herein or be deemed a third party beneficiary hereof. This Agreement shall not provide any person or entity not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or other right in addition to those existing without reference to this Agreement.

35.0 Remedies Cumulative

All remedies are cumulative and are not exclusive of other remedies to which an injured Party may be entitled at law or equity.

36.0 Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same document.

37.0 Relationship Of The Parties/Independent Contractor, No Interest Created

37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

- 37.2 Nothing contained herein shall constitute the Parties as joint ventures, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 37.3 Nothing in this Agreement shall be deemed to create any interest in favor of SBC or MCI in the assets, revenues, earnings or otherwise in the business of the other.

38.0 Subcontracting

- 38.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 38.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 38.3 No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement.
- 38.4 No contract, subcontract or other agreement entered into by or between either Party with any third party in connection with the provision of interconnection, resale services, network elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 38.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement and Exhibits attached hereto.

39.0 Realignment Of Local Exchange Telephone Franchises

- 39.1 In the event SBC sells, exchanges, or transfers a SBC local exchange telephone franchise(s) in which SBC provides services under this Agreement, SBC agrees to the following:
- 39.2 To notify the MCI of the sale, exchange, or transfer of a SBC local exchange franchise and the proposed closing date, provided information regarding the sale, exchange, or transfer is not confidential or prohibited by law, regulation, court or regulatory order, or agreement from being disclosed to third parties. If information regarding the sale, exchange, or transfer is confidential, SBC will notify MCI at the earliest reasonable opportunity when such information is no longer confidential and such disclosure is not

prohibited by law, regulation, court or regulatory order, or agreement from being disclosed to third parties.

- 39.3 Neither Party shall have an obligation to perform ABS Message billing in local exchange telephone franchises that have been sold, exchanged, or transferred to another party by SBC.
- 39.4 Subject to the terms of the sale, exchange, or transfer, SBC shall cooperate with MCI on billing and interface issues related to the sale, exchange, or transfer of SBC local exchange telephone franchise(s) as to Services performed under this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above

The SBC Incumbent Local Exchange Carriers :

Southwestern Bell Telephone, L.P. d/b/a SBC
Arkansas, d/b/a SBC Kansas, d/b/a SBC
Missouri, d/b/a SBC Oklahoma and d/b/a SBC
Texas, Pacific Bell Telephone Company, d/b/a
SBC California, Nevada Bell Telephone
Company, d/b/a SBC Nevada, Southern New
England Telephone Company, d/b/a SBC
Connecticut, Illinois
Bell Telephone Company, d/b/a SBC Illinois,
Indiana Bell Telephone Company, d/b/a SBC
Indiana, Michigan Bell Telephone Company,
d/b/a SBC Michigan, The Ohio Bell Telephone
Company, d/b/a SBC Ohio, Wisconsin Bell,
Inc., d/b/a SBC Wisconsin, by SBC
Telecommunications, Inc., Its Authorized Agent.

The MCI Competitive Local Exchange Carriers:

Brooks Fiber Communications of Arkansas, Inc.,
Brooks Fiber Communications of Bakersfield, Inc.,
Brooks Fiber Communications of Connecticut, Inc.,
Brooks Fiber Communications of Fresno, Inc.,
Brooks Fiber Communications of Michigan, Inc.,
Brooks Fiber Communications of Missouri, Inc.,
Brooks Fiber Communications of Nevada, Inc.,
Brooks Fiber Communications of Ohio, Inc.,
Brooks Fiber Communications of Oklahoma, Inc.,
Brooks Fiber Communications of Sacramento, Inc.,
Brooks Fiber Communications of San Jose, Inc.,
Brooks Fiber Communications of Stockton, Inc.,
Brooks Fiber Communications of Texas, Inc.,
Brooks Fiber Communications of Tulsa, Inc.,
Intermedia Communications, Inc.;
MCI metro Access Transmission Services LLC, and
MCI WORLD COM Communications, Inc. f/k/a
MFS Communications Company, Inc. or MFS
Intelenet of Connecticut, Inc. or WorldCom
Technologies, Inc. or MCI WorldCom
Technologies, Inc., which are a Certified Local
Exchange Carrier

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

Exhibit A

Rate Schedule

Message processing: Per ABS message	\$ 0.05
--	---------

AMENDMENT TO
THE INTERCONNECTION AGREEMENTS
BY AND BETWEEN
SBC TELECOMMUNICATIONS, INC.
AND
THE MCI CLECS

This amendment ("ABS Amendment") is applicable to the Interconnection Agreements ("Agreements") in effect as of the date of execution of this Amendment, between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (collectively the "ILEC") and Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; Intermedia Communications, Inc.; MCImetro Access Transmission Services LLC, and MCI WORLDCOM Communications, Inc. f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., (collectively the "CLEC") in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties."

WHEREAS, the Parties in all 13 of SBC's states have entered into a certain Agreement for the Distribution, Settlement, Billing and Collection of Unbundled Network Element Platform Alternately Billed Services Messages, including stand-alone Unbundled Local Switching, ("13 State ABS Agreement") effective January 1, 2004, (a copy of which is attached for reference as Attachment A of this ABS Amendment); and

WHEREAS, the Parties wish that the terms of the 13 State ABS Agreement supersede certain terms of the Agreements;

NOW, THEREFORE, the Parties agree to amend the Agreements as set forth in this ABS Amendment:

1. The Parties agree that the following language shall be added to the General Terms and Conditions of the Agreements:

"The Parties agree that Alternately Billed Services (ABS) shall be defined as local and intraLATA collect calls, calling card calls and bill to third number calls, when those calls are originated from or terminated to end user customers served via the ILEC's unbundled Local Switching (ULS) or UNE-P, as further defined in the 13 State ABS Agreement. ABS shall be subject to the terms, conditions and

pricing set forth in the 13 State ABS Agreement between the Parties effective January 1, 2004."

2. The Parties further agree that Paragraph 1 of this ABS Amendment is intended to supersede, amend or modify all provisions of the Agreements relating to ABS traffic, regardless of whether it was described as "Alternately Billed Traffic ("ABT"), "Incollect," and/or "Outcollect," which phrases may appear in the superseded portions of the Agreements.

Except as specifically set forth in this ABS Amendment, no other term or condition of the Agreements are affected.

Except as modified by this ABS Amendment, all other terms and conditions of the Agreements shall remain unchanged and in full force and effect. In the event of any conflict between the terms of any of the underlying Interconnection Agreements and the terms of this ABS Amendment, the Parties agree that the terms of this ABS Amendment shall control.

The Parties agree that the 13 State ABS Agreement has a term beginning January 1, 2004 and ending December 31, 2005 but THAT THE 13 STATE ABS AGREEMENT SHALL NOT MODIFY OR EXTEND THE TERM OF THE AGREEMENTS.

In entering into this ABS Amendment, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the Agreements, with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA I") and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in *USTA v. FCC*, Case No. 00-1012 (D.C. Cir. 2004) ("USTA II"); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36); the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Order In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) (collectively, "Governmental Actions").

This ABS Amendment shall be filed with and is subject to approval by the applicable State Public Utility Commission and shall become effective in accordance with that Commission's rules.

04/07/04

IN WITNESS WHEREOF, this Amendment to the Agreements was exchanged in triplicate on the _____ day of _____, 2004, by ILEC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Brooks Fiber Communications of Arkansas Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; Intermedia Communications, Inc.; MCImetro Access Transmission Services LLC; and MCI WORLDCOM Communications, Inc. f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc.

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, d/b/a SBC Connecticut, And Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma And/Or SBC Texas, And Wisconsin Bell, Inc. d/b/a SBC Wisconsin, By SBC Telecommunications, Inc., their Authorized Agent

Signature: _____

Signature: _____

Name: Michael Beach

Name: _____
(Print or Type)

Title: Vice President, Carrier Management

Title: ^{For/} President - Industry Markets

Date: 04/ /04

Date: _____

Attachment A

**AMENDMENT
TO THE INTERCONNECTION AGREEMENTS**

This amendment ("Amendment") to the interconnection agreements ("Agreements") is being entered into by and between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (collectively, "SBC-13STATE") and MCImetro Access Transmission Services LLC (including those Agreements held by MCImetro as successor in interest to MCI WORLDCOM Communications, Inc., Brooks Fiber Communications, Inc., and Intermedia Communications LLC) ("collectively, "MCI") and amends the Agreements, in effect as of the Amendment Effective Date, between the Parties in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

WHEREAS, SBC-13STATE and MCI are parties to Agreements that were previously submitted to the state Commissions for approval; and

WHEREAS, the Parties wish to amend the Agreements as set forth in this Amendment;

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

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreements.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreements (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreements), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1. On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreements are hereby amended by adding Attachment A of this Amendment ("Appendix Out of Exchange Traffic") to the Agreements as a new appendix.

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the applicable state Commission or, absent such Commission approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date").

4. TERM OF AMENDMENT

- 4.1 Except as modified herein, all other rates, terms and conditions of the Agreements shall remain unchanged. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreements.

5. RESERVATIONS OF RIGHTS

- 5.1 The Parties acknowledge that they disagree as to whether this Amendment is necessary for the Parties to exchange Out of Exchange Traffic (as defined in Attachment A of this Amendment) and

that, in entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have about whether this Amendment, or any of its specific terms or conditions, is required for the exchange of Out of Exchange Traffic.

5.2 The Parties further acknowledge that this Amendment is intended to be an interim solution for the exchange of Out of Exchange Traffic and that in the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commissions) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Amendment or either Party's obligations regarding Out of Exchange Traffic, the Parties shall, upon the written request of either Party, negotiate promptly and in good faith in order to amend the affected Agreements in accordance with such statutes, rules, regulations or orders.

5.3 The Parties further acknowledge that this Amendment and the terms and conditions set forth in Attachment A are specifically intended to apply prospectively only and that the Parties shall continue to use existing interconnection facilities and traffic routing arrangements for the exchange of Out of Exchange Traffic to the extent that such facilities and routing arrangements were used to exchange Out of Exchange Traffic prior to the Amendment Effective Date.

5.4 The Parties fully reserve, and do not waive, any and all rights under their existing Agreements with respect to any orders, decisions, legislation or proceedings, and any remands thereof, from any federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law or change of law rights relating to the following actions which the Parties have not yet fully incorporated into their Agreements: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA I") and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. June 16, 2004) ("USTA II"); the FCC's "Triennial Review Order," CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36); the FCC's "Interim Rules" in WC Docket No. 04-313 and CC Docket 01-338 (FCC 04-179) (rel. August 21, 2004); and any order issued in CC Docket 96-98 or the FCC's rulemaking *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, CC Docket 01-92 (est. April 27, 2001). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Amendment constitutes an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004) and the FCC's Notice of Proposed Rulemaking *In the Matter of IP-Enabled Services*, WC Docket 04-36 (rel. March 10, 2004).

6. MISCELLANEOUS

6.1 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

MCImetro Access Transmission Services LLC

**Illinois Bell Telephone Company d/b/a SBC
Illinois, Indiana Bell Telephone Company
Incorporated d/b/a SBC Indiana, Michigan Bell
Telephone Company d/b/a SBC Michigan,
Nevada Bell Telephone Company d/b/a SBC
Nevada, The Ohio Bell Telephone Company
d/b/a SBC Ohio, Pacific Bell Telephone
Company d/b/a SBC California, The Southern
New England Telephone Company d/b/a SBC**

**Connecticut, Southwestern Bell Telephone, L.P.
d/b/a SBC Arkansas, SBC Kansas, SBC
Missouri, SBC Oklahoma and/or SBC Texas,
and Wisconsin Bell, Inc. d/b/a SBC Wisconsin
by SBC Operations, Inc., its authorized agent**

By: _____

Printed: Michael A. Beach

Title: Vice President, Carrier Management

Date: _____

**FACILITIES-BASED OCN # _____
ACNA _____**

By: _____

Printed: _____

Title: AVP-Local Interconnection Marketing

Date: _____

ATTACHMENT A: OUT OF EXCHANGE APPENDIX

APPENDIX OUT OF EXCHANGE TRAFFIC

TABLE OF CONTENTS

1. DEFINITIONS.....	3
2. INTRODUCTION	3
3. NETWORK MANAGEMENT	3
4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC	3
5. INTERCARRIER TRAFFIC COMPENSATION	5
6. INTENTIONALLY LEFT BLANK	5
7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC	5
8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION	5
9. INTERLATA SECTION 251(B)(5) TRAFFIC	5

APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **SBC Operations Inc. (SBC-13STATE)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 Intentionally Omitted.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" shall be defined as those categories of traffic subject to compensation pursuant to Appendix Reciprocal Compensation and includes only such interLATA traffic as is exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
- (i) Originates from an MCI end user located in another ILEC's incumbent local exchange area and terminates to an SBC-13STATE end user customer located in an SBC-13STATE local exchange area or;
 - (ii) Originates from an SBC-13STATE end user located in an SBC-13STATE local exchange area and terminates to an MCI end user customer located in another ILEC's incumbent local exchange area.

2 INTRODUCTION

- 2.1 For purposes of this Appendix, MCI intends to operate and/or provide telecommunications services outside of SBC-13STATE incumbent local exchange areas and desires to interconnect MCI's network with SBC- 13STATE's network(s).
- 2.2 Intentionally Omitted.
- 2.3 Other than as set forth in this Appendix, SBC-13STATE's obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which SBC-13STATE is the ILEC under the Act.

3. NETWORK MANAGEMENT

- 3.1 The terms and conditions for network management, including CPN requirements, service levels, traffic management controls, reroutes, mass calling, quality of network connections and joint planning are set forth in Appendix NIM of this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 The Parties agree that SBC-13STATE's originating traffic destined for MCI end user customers in another ILEC's exchange will be delivered to MCI's POI arrangements in an SBC local exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in the Appendix NIM of this Agreement. The Parties agree that MCI's traffic originating from another ILEC's exchange and destined for SBC-13STATE end

users will be delivered to MCI's POI arrangements in the SBC exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. When Out of Exchange Traffic exchanged between the end user customers of MCI and SBC-13STATE exceeds one DS1 (24 DS0s) to or from an SBC-13STATE End Office, the Parties agree to establish a direct end office trunk group.

- 4.2 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, SBC-13STATE agrees to route its originating Out of Exchange Traffic over existing trunks until such time as the new trunks are operational for a timeframe not to exceed 90 days. MCI will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCI's failure to submit an ASR is due to a "facilities-not-available" situation, SBC-13STATE will continue to route the traffic on existing trunks during the period in which the "facilities-not available" situation is being resolved. At such time that MCI's trunks are operational, SBC-13STATE's originating Out of Exchange traffic will be rerouted to MCI's POI according to Section 4.1 above.
- 4.3 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, MCI may route its originating Out of Exchange Traffic to SBC-13STATE's End Office via a Third Party ILEC's Tandem until such time as the new trunks are operational, for a timeframe not to exceed 90 days. MCI will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCI's failure to submit an ASR is due to a "facilities-not-available" situation, MCI will continue to route the traffic via a Third Party ILEC's Tandem during the period in which the "facilities-not available" situation is being resolved. At such time that MCI's trunks are operational, MCI's originating Out of Exchange traffic will be rerouted to MCI's POI according to Section 4.1 above.
- 4.4 MCI shall route originating Out of Exchange Traffic to the serving tandem as defined by the LERG.
- 4.5 Intentionally Omitted.
- 4.6 If any Out of Exchange Traffic is not properly routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE tandem. The Parties shall provide notice to each other pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, the Party shall be given thirty (30) calendar days to cure such misrouting.
- 4.7 Intentionally Omitted.
- 4.8 Except as set forth in Section 4.3, MCI may deliver traffic destined to terminate at SBC-13STATE's End Office via a Third Party ILEC's Tandem solely as an overflow remedy. In no instance shall this arrangement be used to circumvent over utilization augments according to Appendix NIM. Nothing in this section shall require SBC-13STATE to deliver traffic destined to terminate at MCI's switch via a Third Party ILEC's Tandem.
- 4.9 Connection of a trunk group from MCI to SBC-13STATE's tandem(s) will provide MCI accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 SBC-13STATE will open MCI NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, in SBC-13STATE Tandems and End Offices using standard industry practice and intervals.

5. INTERCARRIER COMPENSATION

- 5.1 Nothing in this Appendix is intended to affect compensation arrangements set forth in Appendix Reciprocal Compensation of this Agreement. Such compensation arrangements shall apply for OE-LEC traffic as defined in Section 1.4.

6. INTENTIONALLY LEFT BLANK**7. INTENTIONALLY LEFT BLANK****8. INTENTIONALLY LEFT BLANK****9. INTERLATA SECTION 251(B)(5) TRAFFIC**

- 9.1 The Parties will exchange InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to MCIm's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the SBC-13STATE exchange area covered under such InterLATA waiver, or (iv) any other mutually agreed upon method. If the exchange where the traffic is terminating is not an SBC-13STATE exchange, SBC-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to MCIm's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) any other mutually agreed upon method. SBC-13STATE will not provision or be responsible for facilities located outside of SBC-13STATE exchange areas.
- 9.2 The Parties agree that the associated traffic from each SBC-13STATE End Office will not alternate route.
- 9.3 *Intentionally Omitted*
- 9.4 Except as otherwise provided in this Appendix, for MCIm originated/SBC-13STATE terminated traffic or SBC-13STATE originated/ MCIm terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 9.5 *Intentionally Omitted.*
- 9.6 *Intentionally Omitted.*

**PUCO FEBRUARY 9, 2005 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENTS**

This PUCO February 9, 2005 Order Amendment to the interconnection agreements ("Agreements") (the "Amendment") is being entered into by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC Ohio")¹ and MCI Metro Access Transmission Services LLC (including those Agreements held by MCI Metro as successor in interest of MCI WORLDCOM Communications, Inc., Brooks Fiber Communications of Ohio, Inc., and Intermedia Communications LLC) ("CLEC").

WHEREAS, SBC Ohio and CLEC are parties to Agreements that were previously submitted to the Public Utilities Commission of Ohio ("PUCO" or "Commission") for approval, and may have been amended prior to this Amendment ;

WHEREAS, on February 9, 2005, the PUCO issued an order ("Permanent Order") approving SBC Ohio's compliance run studies, ordering SBC Ohio to file the appropriate price list outlining pricing for all of the unbundled loops and subloops addressed in Phase 1 of Case No. 02-1280-TP-UNC (the "Permanent Rates"), ordering SBC Ohio and CLECs to amend their interconnection agreements to incorporate the Permanent Rates, and ordering SBC Ohio and CLECs to file such amendments with the Commission by March 15, 2005; and

WHEREAS, provisions of the Agreements provide for the incorporation into the Agreements of new rates and rate structures such as those established by the Order; and

WHEREAS, based on the foregoing, this Amendment incorporates into the Agreements the rates and rate structure changes as reflected in Attachment "A".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreements shall be amended as follows:

1. INTRODUCTION

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreements.

1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreements (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreements), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

2.1 The Agreements are hereby amended by adding the rates set forth in Attachment A of this Amendment, which rates hereby supersede and replace the corresponding rates that were in the Agreements prior to the Amendment Effective Date.

2.1.1 Intentionally Omitted.

¹ The Ohio Bell Telephone Company (previously referred to as "Ohio Bell") is a wholly owned subsidiary of SBC Midwest and now uses the registered trade name "SBC Ohio." SBC Midwest is a wholly owned subsidiary of SBC Communications Inc.

2 SBC Ohio intends that if any other CLEC in Ohio hereafter adopts the Agreement as amended ("Adopting CLEC") pursuant to 47 U.S.C. Section 252(i) the rate changes implemented by this Amendment could only apply under the Agreement prospectively beginning from the date that Agreement (including, as applicable, this Amendment and any other amendment) became effective between the Adopting CLEC and SBC Ohio following the Commission's order approving the Adopting CLEC's Section 252(i) adoption or, if absent such Commission approval, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date") and that rate changes could not in any manner apply retroactively prior to the Section 252(i) Effective Date.

2.1.2 The new rates and rate structures in Attachment A shall begin to apply on November 3, 2004². The Parties acknowledge and agree that they have, prior to the Amendment Effective Date, performed the true ups necessary to apply the rates retroactively to November 3, 2004 and that no further true-up for these rates is required or appropriate..

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PUCO under Section 252(e) of the Act or, absent such PUCO approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date") provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 of this Amendment.

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER RATES, TERMS AND CONDITIONS OF THE AGREEMENTS SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreements.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the PUCO's Order and solely addresses rates and rate structures. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the Agreements (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into the Agreements or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); and the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005); and the 2005 Triennial Review Remand Order (FCC 04-290) .

7. MISCELLANEOUS

7.1 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single Amendment.

7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

MCImetro Access Transmission Services LLC

**The Ohio Bell Telephone Company d/b/a SBC
Ohio by SBC Operations, Inc., Its authorized
agent**

By: _____

By: _____

Printed: Michael A. Beach

Printed: _____

Title: Vice President - Carrier Management

Title: *For* AVP-Local Interconnection Marketing

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

ATTACHMENT A: OHIO PRICE SCHEDULE

PUCO 02-1280
PERMANENT MONTHLY RECURRING RATES
Effective November 3, 2004

ATTACHMENT A
SBC OHIO/MCI WORLD COM
COMMUNICATIONS, INC.

Line	OHIO	USOC	Recurring
2	<u>NETWORK ELEMENTS</u>		
3	<u>Loops</u>		
4	2-Wire Analog - Metro (Access Area B)	U2HXB	\$9.46
5	2-Wire Analog - Suburban (Access Area C)	U2HXC	\$12.52
6	2-Wire Analog - Rural (Access Area D)	U2HXD	\$13.65
7	2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	\$8.61
8	2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	\$13.50
9	2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	\$14.72
10	2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	\$8.61
11	2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	\$13.50
12	2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	\$14.72
13	2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	\$8.67
14	2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	\$13.76
15	2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	\$14.99
16	2-Wire EKL - Metro (Access Area B)	U2KXB	\$9.46
17	2-Wire EKL - Suburban (Access Area C)	U2KXC	\$17.15
18	2-Wire EKL - Rural (Access Area D)	U2KXD	\$18.50
19	4-Wire Analog - Metro (Access Area B)	U4HXB	\$17.75
20	4-Wire Analog - Suburban (Access Area C)	U4HXC	\$29.31
21	4-Wire Analog - Rural (Access Area D)	U4HXD	\$31.81
22	2-Wire Digital - Metro (Access Area B)	U2QXB	\$10.49
23	2-Wire Digital - Suburban (Access Area C)	U2QXC	\$17.10
24	2-Wire Digital - Rural (Access Area D)	U2QXD	\$18.96
25	DS1 - Metro (Access Area B)	U41XB	\$31.77
26	DS1 - Suburban (Access Area C)	U41XC	\$46.79
27	DS1 - Rural (Access Area D)	U41XD	\$50.38
28	DS3 - Metro (Access Area A)	U4D3A	\$335.08
29	DS3 - Suburban (Access Area B)	U4D3B	\$409.73
30	DS3 - Rural (Access Area C)	U4D3C	\$523.90
31			
32	<u>DSL Capable Loops</u>		
33	<u>2-Wire xDSL Loop</u>		
34	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	\$9.46
35	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	\$12.52
36	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	\$13.65
37			
38	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	\$9.46
39	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	\$12.52
40	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	\$13.65
41			
42	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	\$9.46
43	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	\$12.52
44	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	\$13.65
45			
46	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	\$9.46
47	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	\$12.52
48	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	\$13.65
49			
50	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	\$9.46
51	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	\$12.52
52	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	\$13.65
53			
54	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	\$9.46

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Line	OHIO		USOC	Recurring
55		PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	\$12.52
56		PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	\$13.65

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Line	OHIO	USOC	Recurring
57	4-Wire xDSL Loop		
58	PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	\$17.75
59	PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	\$29.31
60	PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	\$31.81
61	SUB-LOOPS		
62	ECS to SAI sub-loop		
63	2 Wire Analog - area B	PENDING	\$1.77
64	2 Wire Analog - Area C	PENDING	\$1.72
65	2 Wire Analog - area D	PENDING	\$1.68
66	4 Wire Analog - area B	PENDING	\$3.55
67	4 Wire Analog - area C	PENDING	\$3.45
68	4 Wire Analog - area D	PENDING	\$3.37
69	2 Wire DSL - area B	PENDING	\$1.77
70	2 Wire DSL - area C	PENDING	\$1.70
71	2 Wire DSL - area D	PENDING	\$1.66
72	4 Wire DSL - area B	PENDING	\$3.54
73	4 Wire DSL - area C	PENDING	\$3.40
74	4 Wire DSL - area D	PENDING	\$3.33
75	ECS to Terminal sub-loop		
76	2 Wire Analog - area B	PENDING	\$3.39
77	2 Wire Analog - Area C	PENDING	\$4.54
78	2 Wire Analog - area D	PENDING	\$5.83
79	4 Wire Analog - area B	PENDING	\$6.78
80	4 Wire Analog - area C	PENDING	\$9.09
81	4 Wire Analog - area D	PENDING	\$11.66
82	2 Wire DSL - area B	PENDING	\$3.39
83	2 Wire DSL - area C	PENDING	\$4.52
84	2 Wire DSL - area D	PENDING	\$5.81
85	4 Wire DSL - area B	PENDING	\$6.77
86	4 Wire DSL - area C	PENDING	\$9.04
87	4 Wire DSL - area D	PENDING	\$11.62
88	ECS to NID sub-loop		
89	2 Wire Analog - area B	PENDING	\$6.03
90	2 Wire Analog - Area C	PENDING	\$7.29
91	2 Wire Analog - area D	PENDING	\$8.60
92	4 Wire Analog - area B	PENDING	\$9.41
93	4 Wire Analog - area C	PENDING	\$12.44
94	4 Wire Analog - area D	PENDING	\$15.12
95	2 Wire DSL - area B	PENDING	\$6.03
96	2 Wire DSL - area C	PENDING	\$7.27
97	2 Wire DSL - area D	PENDING	\$8.58
98	4 Wire DSL - area B	PENDING	\$9.41
99	4 Wire DSL - area C	PENDING	\$12.40
100	4 Wire DSL - area D	PENDING	\$15.08
101	SAI to Terminal sub-loop		
102	2 Wire Analog - area B	PENDING	\$2.08
103	2 Wire Analog - Area C	PENDING	\$3.30
104	2 Wire Analog - area D	PENDING	\$4.63
105	4 Wire Analog - area B	PENDING	\$4.16
106	4 Wire Analog - area C	PENDING	\$6.59
107	4 Wire Analog - area D	PENDING	\$9.27
108	2 Wire DSL - area B	PENDING	\$2.07

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Line	OHIO		USOC	Recurring
109		2 Wire DSL - area C	PENDING	\$3.27
110		2 Wire DSL - area D	PENDING	\$4.61
111		4 Wire DSL - area B	PENDING	\$4.15

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112		4 Wire DSL - area C	PENDING \$6.55
113		4 Wire DSL - area D	PENDING \$9.23
114	SAI to NID sub-loop		
115		2 Wire Analog - area B	PENDING \$4.72
116		2 Wire Analog - Area C	PENDING \$6.05
117		2 Wire Analog - area D	PENDING \$7.41
118		4 Wire Analog - area B	PENDING \$6.79
119		4 Wire Analog - area C	PENDING \$9.95
120		4 Wire Analog - area D	PENDING \$12.73
121		2 Wire DSL - area B	PENDING \$4.71
122		2 Wire DSL - area C	PENDING \$6.03
123		2 Wire DSL - area D	PENDING \$7.39
124		4 Wire DSL - area B	PENDING \$6.78
125		4 Wire DSL - area C	PENDING \$9.91
126		4 Wire DSL - area D	PENDING \$12.69
127	Terminal to NID sub-loop		
128		2 Wire Analog - area B	PENDING \$2.86
129		2 Wire Analog - Area C	PENDING \$2.97
130		2 Wire Analog - area D	PENDING \$3.00
131		4 Wire Analog - area B	PENDING \$2.78
132		4 Wire Analog - area C	PENDING \$3.62
133		4 Wire Analog - area D	PENDING \$3.75
134		2 Wire DSL - area B	PENDING \$2.86
135		2 Wire DSL - area C	PENDING \$2.97
136		2 Wire DSL - area D	PENDING \$3.00
137		4 Wire DSL - area B	PENDING \$2.78
138		4 Wire DSL - area C	PENDING \$3.62
139		4 Wire DSL - area D	PENDING \$3.75

**AMENDMENT
SUPERSEDING CERTAIN RECIPROCAL COMPENSATION,
INTERCONNECTION AND TRUNKING TERMS**

This Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (Amendment) is applicable to this and any future Interconnection Agreement between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas or Wisconsin and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter "ILEC") in the above listed states and MCImetro Access Transmission Services LLC (including those Agreements held by MCI as successor in interest to Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., Intermedia Communications LLC) and any of its future affiliates or subsidiaries which are a Certified Local Exchange Carrier (hereinafter "CLEC") in: California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut through the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" (MFN) rights. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, ILEC and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio or Connecticut the Parties wish to amend, modify and supersede certain compensation, interconnection and trunking provisions of the ICAs that are addressed in this Amendment and also incorporate the